City of Lafayette Staff Report

For:	Redevelopment Agency Board
By:	Ann Merideth, Community Development Director
Date Written:	August 5, 2009
Meeting Date:	August 10, 2009
Subject:	Agreement with Design, Community & Environment to prepare the Downtown Lafayette Specific Plan Program Environmental Impact Report

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Summary

The Downtown Lafayette Specific Plan will require the preparation of an environmental impact report (EIR). In response to the City's Request for Proposals, proposals were received from experienced Bay Area environmental firms. A technical review committee evaluated the proposals, and recommends that Design Community & Environment be selected to prepare the EIR.

Background and Discussion

Selection Process

The California Environmental Quality Act (CEQA) requires that the Downtown Lafayette Specific Plan be subject to environmental review. An environmental impact report (EIR) must be prepared, reviewed and certified before the Specific Plan is adopted. In anticipation of this requirement, the City, as a Priority Development Area designated by the Association of Bay Area Governments, was awarded a Station Area Planning grant from the Metropolitan Transportation Commission and ABAG earlier this year for the EIR.

The City Council completed its review of the Draft Specific Plan (the WRT Plan, dated January 2009) in June and the environmental review process was initiated. Requests for Proposals (RFPs) were prepared following the format given to the City by MTC / ABAG to meet federal guidelines. Requests for Proposals were sent to nine environmental firms in the Bay Area on June 22. On July 13, four proposals were submitted from the following firms: CirclePoint (San Francisco); Design, Community & Environment (Berkeley); Environmental Science Associates (Oakland); and RBF Consulting (Walnut Creek).

Following federal guidelines, the four proposals were evaluated by a technical review committee: Christine Sinnette, Senior Planner; Leah Greenblat, Transportation Planner; and Diana Elrod, Housing Consultant. Design, Community & Environment and its team of subconsultants was determined to be most qualified. The subconsultants are: TJKM for traffic and circulation analysis; Illingworth & Rodkin for air and noise analysis; Environmental Collaborative for

8A

biological resources; Knapp Architects for historic resources; and Seifel Consulting for economic and market analysis. The committee based its recommendation on a number of factors.

DCE's experience: DCE is a well-established firm that has experience both in environmental review and planning. Relevant experience with similar projects include: Walnut Creek General Plan Update and EIR; Walnut Creek Broadway Plaza Expansion EIR; Downtown San Leandro EIR; and Downtown Vallejo Specific Plan EIR. DCE has also done work for the City, including downtown design studies.

TJKM: TKKM has been used recently by the City and Orinda to review of the Moraga Center Specific Plan EIR, and they are very familiar with traffic and circulation issues in the downtown and surrounding area. The firm is experienced in numerous traffic studies for downtown plans.

Seifel Consulting: Libby Seifel has prepared for the City impact fee analyses and an economic analysis for the Town Center project. The firm also has extensive redevelopment experience.

Project Manager: Steven Noack has been in planning field for almost 30 years, and has experience with EIRs and all types of planning documents. Mr. Noack lives on the Lafayette / Walnut Creek border, and he is a long-time patron on downtown Lafayette. He is very familiar with the downtown issues that the City has been considering over the last 32 months.

Costs: While costs were not the prime consideration in evaluating proposals, the committee did review how each proposal allocated resources to complete the scope of work. The following table is a comparison of the proposal budgets. (DCE's costs below reflect conversations with staff about the scope of work after the technical committee recommended DCE as the preferred consultant.)

	Design Community & Environment	CirclePoint	Environmental Science Associates	RBF Consulting
EIR	$ 208,753	$ 240,236	$ 194,894	$ 253,835
Financial Analysis	$ 30,000	$ 39,000	Not included in proposal	$ 25,000
Visual Simulations	$ 14,000	$ 16,000	Not included in proposal	Not included in proposal
Total	$ 252,753	$ 278,236	$ 194,894	$ 278,853

Scope of Work

The final scope of work was developed with staff and DCE after the committee determined the firm to be the most qualified. The final scope, budget and schedule are included in Exhibit A to the attached Agreement for Services. The scope meets all CEQA requirements for the preparation of an EIR and it is consistent with the City's funding agreement with MTC and ABAG.

The scope of work includes two optional tasks. The first is for an economic and market analysis as a companion document to the EIR. Section 15131 of the CEQA Guidelines provides guidance on how to handle economic and social effects. Economic or social effects are not to be treated as significant effects on the environment, but economic, social and housing factors are to be considered by an agency together with technological and environmental factors in deciding whether changes in a project are feasible to reduce or avoid the significant effects of the project.

The information must be added to the record in some manner to allow the agency to consider the factors in reaching a decision about the project. Economic and social information may be presented in whatever for the agency desires. Staff is recommending that this optional task be undertaken. It is particularly important now in light the State's raid on redevelopment funding.

The second optional task is visual simulations. Since much of the discussion about the downtown is about the visual impacts, these simulations will provide a usual and informational tool.

Budget

Funding for the EIR, financial analysis and visual simulations will come from the adopted 2009/2010 redevelopment budget (Fund 91-960-861). The budget has $195,000 allocated for the EIR; this includes $150,000 from the grant and $45,000 City match. The budget also has allocated $50,000 to prepare design guidelines to implement the Specific Plan. Since the Specific Plan will not be adopted until spring, the guidelines can be deferred to 2010/2011 and the funds used for the EIR. The remaining costs can be taken from the consultant studies. No additional or new funding is required.

Use	$ 252,753	EIR, financial analysis, visual simulations
Source	$ 195,000	Downtown EIR
	$ 50,000	Design Guidelines
	$ 7,753	Consultant studies
	$ 252,753	Total

Recommendation

Approve the Agreement with Design Community & Environment to prepare the Downtown Lafayette Specific Plan Program Environmental Impact Report.

Attachments

Original Proposal from Design, Community & Environment, July 13, 2009
Request for Proposals, June 22, 2009

AGREEMENT FOR PROFESSIONAL SERVICES

Downtown Lafayette Specific Plan Program Environmental Impact Report

This Agreement is made and entered into this _____ day of_____, between the Lafayette Redevelopment Agency, a public body, corporate, and politic ("RDA"), and Design, Community & Environment, a California corporation, ("CONSULTANT"). RDA and CONSULTANT are sometimes individually referred to herein as the "Party" and collectively as the "Parties".

WHEREAS, RDA is preparing the Downtown Lafayette Specific Plan ("Plan"), and is subject to the requirements of the California Environmental Quality Act; and

WHEREAS, the City of Lafayette entered into the *Funding Agreement for Downtown Planning Grant* with the Metropolitan Transportation Commission ("MTC") to fund the preparation of the environmental review document for the Plan through MTC's Station Area Planning Program; and

WHEREAS, RDA requires a qualified consultant to prepare the Downtown Lafayette Specific Plan Prgoram Environmental Impact Report ("EIR"); and

WHEREAS, CONSULTANT represents it is qualified to prepare the EIR; and

WHEREAS, RDA has accepted CONSULTANT's scope of work, budget and schedule as described in the attached Work Scope and Costs;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements, and subject to the terms and conditions set forth in this Agreement, the Parties agree as follows:

1. Scope of Work. CONSULTANT shall complete the studies and tasks set forth in Exhibit A: *Work Scope and Costs*. Exhibit A is attached to and made part of this Agreement.

2. Term. The term of this Agreement is from August 11, 2009 to June 30, 2010, unless earlier terminated pursuant to paragraph 6 below or modified pursuant to paragraph 12 below.

3. Amount and Payment of Consideration.

   a. As consideration for the services performed by CONSULTANT, as set forth in Exhibit A, RDA shall pay CONSULTANT a total fee of Two hundred fifty two thousand seven hundred fifty three dollars ($252,753) in accordance with monthly invoices submitted by CONSULTANT indicating the task performed. RDA shall pay CONSULTANT within twenty (20) days of the receipt by RDA of a proper invoice from CONSULTANT all non-disputed and approved charges thereon. The monthly invoices shall document the status of the tasks and studies and the number of hours devoted to the same.

   b. Additional work, outside Exhibit A and/or in excess of the maximum fee amount above, shall not be undertaken by CONSULTANT without the expressed prior written consent of RDA. In the event of an amendment to this Agreement, RDA shall authorize payment to CONSULTANT as a supplemental fixed fee based on a time and materials basis rendered at the rates not to exceed those set forth in the attached Budget.

4. Records. CONSULTANT shall maintain accounting records and other evidence pertaining to the cost incurred and shall make the records available to RDA representatives. These records shall be available at all

reasonable times during the term of this Agreement and for three (3) years from the date of final payment for work performed pursuant to this Agreement.

5. Key Personnel. All of the services described in Exhibit A shall be performed by CONSULTANT and/or by sub-consultants under CONSULTANT's supervision. Sub-consultants shall include TJKM – Pleasanton, Environmental Collaborative, Knapp Architects, Illingworth & Rodkin, and Seifel. All personnel engaged in the Scope of Work shall be fully qualified to perform the tasks. For the purpose of this Agreement, Steve Noack, AICP shall act as Project Manager. Any change in the key personnel shall be subject to written approval of RDA.

6. Termination.

   a. RDA may terminate this Agreement at any time, without cause, upon thirty (30) days written notice of discontinuance and termination. The notice shall be provided pursuant to paragraph 13 below. RDA may at any time, at its discretion, abandon or suspend any portion of Exhibit A described in this Agreement. If RDA terminates, abandons or suspends CONSULTANT's services under this Agreement, CONSULTANT shall stop work at the stage directed by RDA and shall deliver to RDA all products developed as of that stage. CONSULTANT shall also cancel all orders for goods and services associated with this Agreement that have not been delivered or received. CONSULTANT shall accept a pro rata portion of the fee amount in this Agreement determined in a manner mutually agreeable to the Parties as payment for services provided, work performed, and goods and services received at the time of termination, abandonment or suspension, and in satisfaction of all claims against RDA by reason of the termination, abandonment or suspension.

   b. CONSULTANT may only terminate this Agreement for substantial breach of performance by RDA, such as failure to make payment to CONSULTANT as provided in this Agreement.

8. Equality Opportunity Assurance. CONSULTANT shall not discriminate against any employee or applicant for employment because of race, sex, creed, physical handicap, color, sexual orientation, or national origin. This action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs and terminations, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth these nondiscrimination provisions. CONSULTANT shall, in solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that qualified applicants will receive consideration for employment without regard to race, gender, creed, physical handicap, color, sexual orientation, or national origin.

9. Compliance with *Funding Agreement for Downtown Planning Grant*. CONSULTANT and its subconsultants shall comply with all provisions of Exhibit B: *Funding Agreement for Downtown Planning Grant* with MTC. Exhibit B is attached to and made part of this Agreement.

10. Insurance. CONSULTANT shall hold RDA free, clear and harmless from claims of third persons for damages arising out of negligent acts of CONSULTANT and its agents. In furtherance thereof, CONSULTANT shall at its own expense procure and maintain in full force at all times during the term of this Agreement the following insurance on an Occurrence basis:

    a. *Comprehensive Liability and Broad Form Comprehensive Liability.* CONSULTANT shall maintain General Liability insurance of no less than one million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. *Other Insurance Provisions.* The policies shall contain, or be endorsed to contain, the following General Liability Coverages:

1) RDA, its officers, officials, employees, and volunteers are covered as insureds as respects: Liability arising out of activities performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned, occupied, or used by CONSULTANT, the coverage shall contain no special limitations on the scope or protection afforded to RDA, its officers, officials, employees, or volunteers.

2) CONSULTANT's insurance coverage shall be primary insurance with respect to RDA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RDA, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall contribute with it.

3) A failure to comply with the reporting provisions of the policy shall not affect the coverage provided to RDA, its officers, officials, employees, or volunteers.

4) Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the RDA, except ten (10) days shall be allowed for non-payment of premium.

c. *Automobile Liability Insurance Coverages.* CONSULTANT shall procure automobile liability insurance covering all vehicles used in the performance of this Agreement providing one million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage that might arise from the operation of CONSULTANT in performing this Agreement.

d. *Compliance with State Workers' Compensation Requirements.* CONSULTANT shall insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code section 3700, *e. seq.* CONSULTANT shall, upon demand of RDA, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect with the California Labor Code.

e. CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to RDA. RDA shall have the right to withhold any payment due CONSULTANT until CONSULTANT has fully complied with the insurance provisions of this Agreement. In the event that CONSULTANT's operations are suspended for failure to maintain required insurance coverage CONSULTANT shall not be entitled to an extension of time for completion of work described in Exhibit A because of production lost during suspension.

f. All subconsultants shall be included as additional insureds under CONSULTANT's policies or CONSULTANT shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the RDA as an Additional Insured to the subconsultant's policies.

11. Indemnification. CONSULTANT shall indemnify, defend, and hold harmless RDA, its officials, officers, employees, volunteers, and agents against and from any and all claims or suits for damages or injury arising from CONSULTANT's alleged acts or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of this Agreement. CONSULTANT shall further indemnify, defend, and hold harmless RDA, its officials, officers, employees, volunteers, and agents against and from claims and suits arising from any breach or default of a performance of an obligation of CONSULTANT, its officials, officers, employees, agents, consultants, and contractors, including without limitation the payment of all consequential damages, all costs, attorney's fees,

expenses, and liabilities related to a claim or action or proceeding brought within the scope of this indemnification. CONSULTANT's obtaining the insurance coverages, as set forth above in paragraph 10 above does not, in any way, relieve CONSULTANT of liability under this Indemnification.

12. Independent Contractor. CONSULTANT is an independent contractor retained by RDA. Personnel employed by CONSULTANT, including sub-consultants and personnel of sub-consultants approved by RDA, are not and shall not be considered to employees of RDA. CONSULTANT and approved sub-consultants shall comply with State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. RDA shall not be liable to CONSULTANT or any person acting for it any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this Agreement.

13. Notices. All notices required herein shall be provided by the mailing thereof by registered or certified mail. return receipt requested, postage prepaid and addressed as follows:

    RDA:

    Lafayette Redevelopment Agency
    3675 Mount Diablo Blvd., Suite 210
    Lafayette, CA 94549
    Attn: Ann Merideth, Community Development Director

    CONSULTANT:

    Design, Community & Environment
    1625 Shattuck Avenue, Suite 300
    Berkeley, CA 94709
    Attn: Steve Noack, AICP, Principal

    Any notice so given shall be considered by the other Party three (3) days after deposit in the U.S. mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed as adequate notice on the date actual notice occurred, regardless of the method of service.

14. Entire Agreement; Modification. This Agreement, including attachments, which are part of this Agreement, contains the entire agreement of the Parties with respect to preparation of the EIR, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified in writing approved and signed by both Parties.

15. Assignment. RDA is entering into this Agreement in consideration of the rendition of the services required herein by CONSULTANT. CONSULTANT shall not assign or subcontract duties, responsibilities, or obligations of this Agreement to any other firm, company, entity, or individual, except with the express written consent of RDA. Nothing set forth in this paragraph precludes CONSULTANT from assigning monies due and owing to it from RDA. Subcontracts shall contain a provision making them subject all provisions stipulated in this Agreement.

16. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County. If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

17. Products. All original documents, both hard and electronic versions, including text, drawings, photographs, plans, maps, and graphics, originated and prepared by CONSULTANT for RDA pursuant to this Agreement shall belong exclusively to RDA. CONSULTANT shall have the right to reproduce and use for its own purposes copies of any documents originated and prepared for RDA pursuant to this Agreement.

18. Conflict of Interest. For the term of this Agreement, no official, officer, or employee of RDA, during the term of his or her service with RDA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. RDA's Right to Employ Other Consultants. RDA reserves the right to employ other consultants in connection with the Plan.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first date written above.

LAFAYETTE REDEVELOPMENT AGENCY:

By: _____
Steven B. Falk, Executive Director

Attest:

By: _____
Joanne Robbins, Clerk of the RDA Board

Approved as to form:

By: _____
Malathy Subramanian, RDA Counsel

DESIGN, COMMUNITY & ENVIRONMENT:

By: _____
David Early, President, Principal

Attachments to this Agreement:

Exhibit A: Work Scope and Costs
Exhibit B: *Funding Agreement for Downtown Lafayette Planning Grant*

EXHIBIT A: WORK SCOPE AND COSTS

This exhibit describes the scope of services, schedule, products and meetings for the Downtown Lafayette Specific Plan EIR to be conducted by Design, Community & Environment, Inc. for the City of Lafayette in cooperation with TJKM, Environmental Collaborative, Knapp Architects, Illingworth & Rodkin, and Seifel Consulting.

I. SCOPE OF SERVICES

Task A. Project Initiation

1. Start-Up Meeting

DC&E will hold a start-up meeting with City staff to begin work and to share ideas and concerns regarding the EIR process. This meeting will allow us to gather available data, review information needs and discuss expectations for the process.

2. Site Visit

In this task, DC&E team members will visit and photograph the Specific Plan Area and its surroundings to identify existing conditions.

3. Base Map Preparation

DC&E will prepare a report-sized base map for use in the EIR, based on existing source maps prepared for the Downtown Lafayette Specific Plan. The map will serve as the base drawing on which graphic information will be presented in the EIR.

4. Project Description

DC&E will draft a project description for the project, using design, map and text information provided by the City. The draft project description will include project objectives to be used in analyzing and evaluating project alternatives for the EIR. It will also include the projected buildout numbers (housing units, commercial area and resident and employee populations). To facilitate the impact analysis described below, the project description,

TABLE 1 **WORK PROGRAM SUMMARY**

Task A: Project Initiation	
1. Start-Up Meeting	4. Project Description
2. Site Visit	5. Additional Data Gathering and Review
3. Base Map Preparation	
Task B: Environmental Review	
1. Aesthetics and Visual Impacts	9. Noise
2. Air Quality	10. Population and Housing
3. Greenhouse Gas Emissions	11. Public Services, Utilities and Service Systems
4. Cultural and Historic Resources	12. Recreation
5. Geologic Conditions	13. Transportation and Traffic
6. Hazards and Hazardous Conditions	14. Other Issues
7. Hydrology, Drainage and Water Quality	15. Economic and Fiscal Analysis of Plan Implementation *(Optional Task)*
8. Land Use and Planning	
Task C: Alternatives Evaluation	
Task D: Administrative Draft EIR	
Task E: Screencheck Draft EIR	
Task F: Draft EIR	
Task G: Public Review	
Task H: Administrative Final EIR	
1. Responses to Comments	3. Draft Mitigation Monitoring Program
2. Administrative Final EIR Preparation	
Task I: Final EIR	
1. Final EIR	2. Final Hearings

including the objectives, will be submitted for review to the City to ensure that it meets the expectations of staff, the Planning Commission and Redevelopment Agency.

5. Additional Data Gathering and Review

DC&E will review data sources and documents associated with the planning area, including all relevant City plans and regulations, previous studies listed in the RFP, any pertinent EIRs on projects in the area and the General Plan EIR.

Task B. Environmental Review

The DC&E team will draw on the findings of the City's Initial Study, public comment at the scoping session, and responses to the Notice of Preparation in order to:

- Assess existing environmental conditions on and around the project area;
- Write standards of significance for the evaluation of impacts;
- Assess impacts that would result from the proposed project; and
- Develop measures necessary to mitigate or limit identified impacts.

In keeping with the requirements of CEQA, and based on the RFP, it is anticipated that the following impact categories will be analyzed in the EIR:

1. Aesthetics and Visual Impacts

DC&E will use its expertise in site planning and urban design to complete a visual analysis of the proposed project, focusing on the potential impacts associated with the redevelopment potential within the eight districts. We will use photographs to document the visual and design quality of the project area and its vicinity, focusing on aesthetic qualities that could be impacted by the project, such as views of and across Downtown Lafayette and changes to the streetscape in the Downtown area. We will also analyze potential glare impacts from exterior lighting.

Based on the analysis described above, DC&E will develop proposed mitigation measures to address identified visual impacts.

Optional Task: DC&E will prepare up to 4 photosimulations from key viewpoints (determined in conjunction with City staff), to evaluate potential impacts to view corridors as a result of future building allowed under the Specific Plan. The photosimulations will show building mass, and include conceptual level architectural detail to provide an indication of architectural style. The photosimulations will not include detailed building design characteristics.

2. Air Quality

Primary air quality issues associated with this project would be long-term impacts to regional air quality from traffic generated by buildout of the Specific Plan and temporary emissions of dust and diesel exhaust from construction. The proximity of the Specific Plan Area to State Route 24 may affect air quality planning in portions of the Plan Area.

Illingworth & Rodkin (I&R) will describe existing air quality conditions based on air quality monitoring data for the area published by the Bay Area Air Quality Management (BAAQMD), meteorological conditions that affect air quality in the area, the relevant regulatory environment and planning efforts to attain and maintain air quality standards. Both criteria air pollutants and toxic air contaminants that are relative to the Specific Plan will be described along with efforts to reduce future emissions.

I&R will then assess potential air quality impacts from the proposed project in accordance with BAAQMD CEQA Guidelines. Air pollutant emissions associated with Plan buildout will be calculated using traffic data and the latest emission factors available from the California Air Resources Board (e.g. URBEMIS2007). Changes in daily emission rates for the Plan Area will be calculated and the differences with the future no-build case will be compared with significance thresholds (e.g. thresholds published by the BAAQMD).

I&R will assess potential changes to carbon monoxide concentrations based on traffic generation data provided by TJKM. Roadside carbon monoxide concentrations will be predicted using screening methods acceptable to

BAAQMD. These methods are based on the State's EMFAC2007 emission factor model and the Caline4 Line-Source Dispersion Model. The significance of the results will be based on a comparison with ambient air quality standards.

The California Air Resources Board has published recommended buffers for sensitive receptors and common sources of air pollution. The Specific Plan would be reviewed to identify any planned sensitive receptors that might be developed where unhealthy air pollutant concentrations may exist, using recommended buffers as screening guidance (i.e. 500 feet). Prescribed buffers would be identified based on the health risks associated with exposure to air pollutants from freeway truck traffic. This task of the air quality study would include some refinement of buffers through diesel particulate matter modeling using screening meteorological conditions along State Route 24. The health risk associated with exposure to diesel particulate matter at the modeled concentrations would be assessed in accordance with BAAQMD CEQA Guidelines and District Health Risk Policy. The recommended buffers would be adjusted to reflect areas where significant health risks may occur.

I&R will qualitatively analyze potential construction impacts based on the potential for health and nuisance impacts and incorporation of the BAAQMD standard mitigation measures for construction-related impacts.

A discussion of the consistency of the proposed land uses with General Plan and Clean Air Plan assumptions would be included in the analysis. This discussion would be based on future population projections for each development scenario and current projections. The discussion would be based on land use, population and vehicle travel projections. Additionally, a discussion would be included that describes how the Plan would incorporate features that are consistent with Transportation Control Measures (TCMs) identified by BAAQMD.

Based on the above analysis, I&R will develop reasonable and feasible mitigation measures with the goal of reducing any significant air quality impacts. These measures would likely be orientated to reducing emissions from motor vehicles through trip reduction and congestion management plans (e.g. implementation of applicable transportation control measures). A list of reason-able and feasible dust control measures will be developed to reduce construction air quality impacts.

3. Greenhouse Gas Emissions

DC&E and I&R will complete a greenhouse gas analysis for the project. DC&E will summarize statewide planning efforts relative to climate change and the generation of greenhouse gas emissions, including Assembly Bill 32, Executive Order S-01-07, AB 375, and the draft CEQA Guidelines issued by OPR. I&R will estimate emissions that may result from buildout of the Plan. The URBEMIS2007 model runs developed for the air quality task will be utilized to predict annual emissions of greenhouse gases associated with the Plan. These would include calculating emissions for various alternatives and reporting the difference between the Plan emissions and emissions from the existing approved land uses. In addition to emissions reported from URBEMIS2007, emissions from energy usage would be calculated given the prediction of electricity demand at full buildout. Emission factors developed by the California Energy Commission and EPA for electric usage would be applied to the different land uses proposed in the Specific Plan.

Project features that would result in lower greenhouse gas emissions will be described and included in the predictions. Net and per capita results will be provided. Mitigation measures incorporated into the project and others that could be included will be identified based on suggestions from the Climate Action Team/CARB and the California Attorney General's Office.

4. Cultural and Historic Resources

DC&E will incorporate the findings from the Cultural Resources section of the General Plan EIR into the Specific Plan Program EIR to ensure proper treatment of human remains or artifacts in the event of discovery upon

implementation of projects under the Plan. DC&E will conduct the required consultation with Native American representatives through the Native American Heritage Commission.

Knapp Architects will review background information, design and conduct an abbreviated windshield survey and compile the results of the survey. Knapp Architects will also evaluate properties, observe and conduct research on those properties which appear potentially significant. This proposal assumes they will complete California Department of Parks and Recreation (DPR) 523 A and B form for 5 to 10 properties, but not a historic district. Knapp Architects will then evaluate whether properties are eligible to the California Register of Historic Resources only. They will then evaluate the impact the proposed Plan would have on the landmarks already designated and on those found to be eligible to the California Register.

5. Geologic Conditions

DC&E will review and summarize available reports pertaining to the geology and soils within the Plan Area, focusing on information from the General Plan EIR. DC&E will develop proposed mitigation measures describing how future development within the Plan Area will address geologic and soil conditions.

6. Hazards and Hazardous Conditions

DC&E will review and summarize available reports about potential contamination within the Plan Area, including information from the General Plan EIR. Based on this information, DC&E will describe known hazards and contaminants within the Specific Plan Area and will then develop mitigation measures to ensure that any known or potential hazards are addressed when these sites are redeveloped.

7. Hydrology, Drainage and Water Quality

The Contra Costa County Flood Control and Water Conservation District (CCCFCWCD), which serves the Specific Plan Area, provides flood risk reduction planning, reviews land development plans and provides hydrology

information. DC&E will consult with the CCCFCWCD to obtain information on flood hazards and storm drain infrastructure, as well as incorporate mitigation language addressing stormwater retention and treatment requirements for new development.

8. Land Use and Planning

DC&E will review the Specific Plan's compliance with the General Plan, zoning and other policy documents for the study area. As part of this effort, we will include summaries of relevant sections of the Lafayette General Plan and assess potential changes in the housing stock within the study area. Wherever feasible, DC&E will develop proposed mitigation measures to address any potential land use impacts, including suggested policy language to offset potential impacts.

9. Noise

Traffic noise is an issue throughout the downtown Lafayette area. Without appropriate mitigation, the Plan has the potential to expose new or existing residential uses, or other noise-sensitive uses, to excessive noise levels. Buildout of the Plan has the potential to increase vehicular traffic noise in the surrounding areas. Additionally, construction activities would likely occur over several years and would require different levels of mitigation. For example, if required, pile driving activities may cause problematic noise and vibration impacts that may require innovative methods to mitigate.

I&R will visit the Plan Area to identify sources of noise, noise-sensitive receivers and conduct noise measurements. Both 24-hour and short-term measurements will be conducted. Additional noise measurements will be conducted along the streets bordering the plan area. Applicable noise regulations and policies will be identified. I&R will then predict future noise levels based on results of noise measurements and traffic projections. Future noise projections will be used to evaluate the potential increases in traffic noise that would result from the proposed project and to assess noise exposures in the area for the proposed land uses with respect to the guidelines set forth in the Noise Element of the City's General Plan.

I&R will describe potential noise levels from construction activity. Where possible, quantifiable predictions of noise levels will be made for noise-sensitive land uses, including businesses that may be exposed to high levels (e.g. pile driving noise). Vibration impacts will be described where pile driving is proposed in close proximity to existing structures.

Based on the above analysis, I&R will develop feasible mitigation measures to reduce noise and possible vibration impacts identified as a result of the Plan.

10. Population and Housing

DC&E will review the employment generating components and proposed housing totals of the Downtown Lafayette Specific Plan and project the number of employees and residents resulting from project buildout. Based on this, we will assess potential impacts on population and housing, including growth-inducing impacts and impacts on the city's jobs/housing balance. We will also evaluate the Specific Plan's compliance with ABAG's RHNA projections for Lafayette.

11. Public Services, Utilities and Service Systems

DC&E will review existing documents prepared by CCCFCWCD regarding stormwater and wastewater.

DC&E will contact utility and service providers that serve the site, including EBMUD, Central Contra Costa Sanitation District, Lafayette Police, Contra Costa Fire Protection District, Lafayette School District and the Acalanes Union High School District. DC&E will document existing service methods, available capacity in each system and any impacts that would result from buildout of the proposed Plan. Potential impacts to other public services, such as parks and public transit, will be summarized briefly but discussed in more depth in the chapters devoted to them, as discussed in Sections 12 and 13 below.

Based on available documents and information gathered directly from service providers, DC&E will outline the improvements needed to serve the study area and their potential costs.

12. Recreation

DC&E will summarize the location and types of existing active and passive recreational facilities that would serve residents of the project area. We will then determine any potential impacts on recreational demand based on projected population numbers from implementation of the proposed project, and recommend any needed mitigation measures, potentially including the construction of new parkland within or serving the study area.

13. Transportation and Traffic

TJKM will assess the impacts of the Specific Plan on the surrounding transportation system and identify appropriate measures to mitigate impacts, emphasizing mitigation measures that reduce motor vehicle use and facilitate alternative travel modes, in addition to improvements that add traffic flow capacity. The Transportation and Circulation analysis will incorporate work prepared by Fehr & Peers for the Specific Plan.

A preliminary list of study intersections to be analyzed in detail is proposed as follows:

1. Mt. Diablo Boulevard/Acalanes Road/State Route 24 Eastbound Ramps
2. Mt. Diablo Boulevard/Risa Road – Village Center
3. Mt. Diablo Boulevard /Dolores Drive – Mountain View Drive
4. Mt. Diablo Boulevard /Happy Valley Road
5. Mt. Diablo Boulevard/Dewing Avenue
6. Mt. Diablo Boulevard/Lafayette Circle (West)
7. Mt. Diablo Boulevard/Oak Hill Road – Lafayette Circle (East)
8. Mt. Diablo Boulevard/Moraga Road
9. Mt. Diablo Boulevard/First Street
10. Mt. Diablo Boulevard/Second Street
11. Mt. Diablo Boulevard/Brown Avenue – Almanor Lane
12. Mt. Diablo Boulevard/Carol Lane

13. Mt. Diablo Boulevard/Lafayette Park Hotel
14. Mt. Diablo Boulevard/Pleasant Hill Road/SR 24 Eastbound On-ramp
15. Pleasant Hill Road/State Route 24 Eastbound Off-ramp – Old Tunnel Road
16. Moraga Road/Moraga Boulevard
17. Moraga Road/Brook Street
18. Moraga Road/School Street
19. Moraga Road/St. Mary's Road
20. Oak Hill Road/ State Route 24 Eastbound Off-ramp
21. Deer Hill Road/Happy Valley Road
22. Deer Hill Road/Oak Hill Road
23. Deer Hill Road/ State Route 24 Westbound Ramps – Laurel Drive
24. Deer Hill Road/First Street – Sierra Vista Way
25. First Street/State Route 24 Eastbound On-ramp

Previous background studies for the Downtown Specific Plan included AM and PM peak hour turning movement counts at 17 of the proposed study intersections, which were conducted in September 2007. Instead of conducting new turning movement counts at all 25 study intersections, TJKM will conduct new AM and PM peak hour counts at only the eight additional proposed study intersections (#1, #15, and #20 to #25 listed above), plus three of the 17 locations counted in September 2007 to be determined in consultation with City staff. The new AM and PM peak hour counts would be compared to the September 2007 data to determine whether traffic volumes have changed significantly, and if necessary, volume adjustments or additional new counts would be conducted as appropriate.

Additionally, TJKM will conduct new Mid-day peak hour turning movement counts at all 25 of the study intersections, which were not included in the Downtown Specific Plan background studies. The proposed budget assumes a two-hour count period, most likely 11:30 AM to 1:30 PM, to be confirmed with City staff. Extending the count period for an additional half hour, such as 11:30 to 2:00, would increase the cost by less than $1,000.

All of the new intersection counts to be conducted would include counts of pedestrians and bicycles.

The following three transportation analysis scenarios are proposed:

- Existing Conditions
- Cumulative (Existing plus approved/planned development plus Lafayette General Plan growth)
- Cumulative With Project (Cumulative with General Plan growth amended per the Downtown Specific Plan)

TJKM will conduct the traffic analyses through the following tasks:

- Analyze level of service at 25 study intersections using both the CCTA and HCM 2000 LOS methods.
- Estimate project trip generation based on ITE trip rates for the proposed land uses and methodologies to account for internal trip capture based on mixed-use interactions, as well as vehicle trip reductions based on the transit service, pedestrian/bike amenities, as proposed in the Specific Plan.
- Distribute project trips to the roadway network based on the directional percentages used in previous background studies for the Downtown Specific Plan.
- Evaluate Downtown Specific Plan Area access and circulation, including impacts on pedestrian and bicycle facilities and safety and on transit service.
- Evaluate parking impacts based on review of previous background studies for the Downtown Specific Plan.
- Provide a qualitative evaluation of traffic impacts in the vicinity of new public parking facilities proposed in the Specific Plan.
- Develop appropriate measures to mitigate impacts.

14. Other Issues

CEQA permits the exclusion of environmental issues for which it can be seen with certainty that the project would have no significant negative impact. In the case of the Downtown Lafayette Specific Plan Program EIR, issues such as agricultural and mineral resources would be dealt with in a summary fashion in the Draft EIR.

15. Economic and Fiscal Analysis of Plan Implementation *(Optional Task)*

As an optional task, Seifel would prepare an independent economic and fiscal impact analysis of three alternative buildout scenarios of the Downtown Specific Plan, generally described as:

- EIR "No Project" Alternative (existing General Plan)
- EIR Project (revised Specific Plan)
- EIR Project Alternative (WRT higher density Specific Plan)

This analysis will help the City compare the economic and fiscal effects of these alternative land use options. Seifel understands that the economic and fiscal impact analysis is an optional task, and the work program and budget for this task will be defined once a contract has been initiated.

Seifel proposes the following key steps in this analysis:

- Meet with City staff to agree upon the proposed work program and describe the three alternative buildout scenarios in enough detail to perform the economic and fiscal analysis.
- Estimate economic impacts, including the number of construction and permanent jobs and related revenue generation at buildout.
- Project the total potential fiscal revenues to the City from key sources–property taxes (including redevelopment tax increment), sales taxes and development impact fees from each alternative.
- Summarize the capital improvement and maintenance costs needed to accomplish the Specific Plan and evaluate how these costs could differ

among alternatives. (Based on our initial understanding of the work program, the City does not need a comparative analysis of City service costs, such as police, fire, public works, and other administrative services.)

- Compare the potential economic impacts, fiscal revenues and municipal costs of the three alternatives.
- Present these findings to the City Council and Citizen Advisory Committee at study session(s) and other meetings as agreed upon at project initiation.

In order to perform this analysis, Seifel will review and build upon the prior economic and financial analyses performed by the WRT team for the *Specific Plan* and Seifel's prior work on *Lafayette's Impact Fee Program*. They will supplement this baseline information through interviews with City staff, a review of key budgetary and financial information on the City and its Redevelopment Agency, and prior studies done for the City of Lafayette documenting its economic and fiscal conditions.

Seifel Consulting will prepare the following work products:

- Preliminary summary of findings presented in power point format for review and discussion at a study session.
- Draft and final memorandum of findings, which will be attached as an addendum to the Draft EIR.
- Final summary of findings presented in PowerPoint format for presentation at a public meeting.

Task C. Alternatives Evaluation

DC&E will prepare an evaluation of alternatives to the project for inclusion in the Draft EIR. As part of this scope DC&E will complete analysis of up to two alternatives in addition to the CEQA required No Project Alternative. Preliminarily, we suggest the following range of alternatives:

- The **No Project Alternative**, as required by CEQA, which would review development under the existing General Plan.
- A **Less Intense Alternative**, which would include reduced height limits throughout the planning area.
- A **Higher Density Alternative** which would include increased height limits and housing densities over that of the proposed plan.

DC&E will refine the alternative descriptions to include project buildout numbers for housing units, commercial areas, and resident and employee populations for each of the alternatives.

Task D. Administrative Draft EIR

Using the results of the previous tasks, DC&E will prepare an Administrative Draft Environmental Impact Report (ADEIR) for the proposed project. The ADEIR will include graphics and tables prepared during the previous tasks, as well as supplemental graphics and tables as required. Per the MTC Planning Grant stipulations, and to meet the aggressive schedule, the ADEIR will be a "50 percent" document that will include the following key elements:

- **Executive Summary.** DC&E will create a summary in a form consistent with CEQA Guidelines Section 15123. This summary will facilitate a quick understanding of environmental issues and the actions required to mitigate potential impacts. It will include a summary table of impacts, mitigation measures, and levels of significance before and after mitigation.
- **Project Description.** DC&E will use the project description developed in Task A to clearly and succinctly describe the project.
- **Settings, Impacts and Mitigation Measures.** The existing setting information, impacts, and mitigation measures developed in Task B will be combined to create chapters describing environmental consequences for each CEQA-required topic.

- **Alternatives.** The alternatives evaluation completed in Task C will be compiled for the EIR. This section will include a tabular comparison of the alternatives' impacts.
- **Assessment Conclusions.** DC&E will prepare assessment conclusions to meet CEQA Guidelines for the following mandatory findings:
  - Cumulative Impacts
  - Growth Inducement
  - Unavoidable Significant Effects
  - Significant Irreversible Changes
  - Impacts Found Not to be Significant
- **Scoping Session Summary**. DC&E will prepare an explanation of how the issues raised at the public scoping session are addressed in the Draft EIR.
- **References**. A list of references, including agencies and persons contacted and literature reviewed, will be included.
- **Report Preparers**. Contributors to the report will be acknowledged.

Our scope of work includes hours to prepare a Mitigation Monitoring Program and draft Findings of Fact, to be provided in Tasks H and I.

Five copies of the ADEIR, one CD and one PDF file will be submitted to City staff for review by City departments. At the end of the City's review, DC&E will meet with reviewers to discuss comments on the Administrative Draft.

Task E. Screencheck Draft EIR

DC&E will incorporate City comments on the Administrative Draft EIR and produce a "screencheck" draft for review prior to publication. This version will be considered the 100 percent document. DC&E will provide the City planning staff with five copies of the Screencheck Draft EIR, one CD and one PDF file.

Task F. Draft EIR

After completing any needed changes to the Screencheck Draft EIR, DC&E will print 25 copies of the Draft EIR, 100 CDs and 15 copies of the summarized version for distribution to the State Clearinghouse. We will also submit a PDF file, and a web-ready version. DC&E assumes that we will be responsible for distribution of the Notice of Completion and copies of the DEIR to the State, and that the City will be responsible for regional and local circulation of the document.

Task G. Public Review

During the CEQA-required 45-day public review period, Steve Noack will attend up to two public hearings on the Draft EIR before the Planning Commission, and will be available to present the EIR findings, answer questions and note comments.

Task H. Administrative Final EIR

Following public review of the Draft EIR, DC&E will prepare an Administrative Final EIR for review and comment by City staff.

1. Responses to Comments

The DC&E team will formulate responses to substantive comments on the Draft EIR, including review period comments received from the public, Planning Commission, City staff and other interested agencies. City staff will be responsible for collecting all EIR comments, which will be passed on to DC&E at the close of the comment period.

2. Administrative Final EIR Preparation

DC&E will compile the responses to comments and any necessary changes to the Draft EIR to create an integrated Administrative Final EIR. The Administrative Final EIR will consist of the Draft EIR with changes shown and copies of comments with responses following each letter or transcript.

DC&E will provide the City with five copies, one CD and one PDF file of the Administrative Final EIR for review.

City planning staff will act as a clearinghouse for departmental comments and will provide DC&E with one set of comments on the Administrative Final EIR. At the end of the City's review, DC&E will meet with reviewers to discuss comments on the Administrative Final EIR and the draft Mitigation Monitoring Program.

3. Draft Mitigation Monitoring Program

DC&E will prepare a Mitigation Monitoring Program in compliance with AB 3180. This program, shown in a tabular form, will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency. DC&E will submit a draft Mitigation Monitoring Program along with the Administrative Final EIR for staff review.

Task I. Final EIR

1. Final EIR

Once any changes are made to reflect City comments, DC&E will 25 copies, 100 CDs of the Final EIR for City distribution, in addition to one PDF file and a web-ready version.

2. Final Hearings

Steve Noack of DC&E will attend up to four hearings on the Final EIR before the Planning Commission and City Council to answer questions regarding the environmental documents and explain the proposed findings to decision-makers.

II. SCHEDULE, PRODUCTS, AND MEETINGS

A. Schedule

DC&E's proposed schedule for completion of the Downtown Lafayette Specific Plan Program EIR is shown in Table 2 below. Based on the Scope of Work outlined in Chapter 3 and the timeline included in the City's RFP, all tasks will be completed within 26 weeks of contract approval.

All personnel assigned to the project would be available to begin work by August 11, 2009.

B. Products

As described in the proposed scope of work in Chapter 3, DC&E would deliver the following products to the City:

- 5 copies of the ADEIR, one CD and one PDF file.
- 5 copies of the Screencheck Draft EIR, one CD and one PDF file.
- 25 copies of the Draft EIR, 100 CDs and one PDF file.
- 15 copies of the summarized version for distribution to the State Clearinghouse.
- Distribution of the Notice of Completion and copies of the DEIR to the State.
- 5 copies, one CD and one PDF file of the Administrative Final EIR for review.
- 25 copies of the Final EIR for City distribution, in addition to one 100 CDs and PDF file, and a web-ready version.

Table 2 **SCHEDULE**

Notice to Proceed	August 11
Project Initiation Meeting	August 14
EIR Scoping Meeting (PC)	October 1
50% ADEIR to City	October 28
50% ADEIR to ABAG	October 30
Screencheck DEIR to City	November 20
City Returns Comments on Screencheck DEIR	December 4
DEIR to City	December 14
Publish DEIR	December 15
Submit DEIR to ABAG	December 30
Public Review Period	Dec. 15 – Feb 2
Planning Commission Hearing	January 21
Admin Draft FEIR to City	February 9
City Provides Comments on ADFEIR	February16
FEIR to City	February 22
Publish FEIR	February 23
Submit FEIR to ABAG	February 26
Planning Commission Hearing #1	March 18
Planning Commission Hearing #2	April 1
Agency Public Hearing #1	April 12
City Council Hearing #2	April 26

C. *Meetings*

DC&E anticipates a total of six, two-hour meetings with staff, including:

- Project Kick-Off Meeting – Task A.
- Review of staff comments on ADEIR – Task D.

- Discussion of public comments and appropriate responses – Task G.
- Review of staff comments on AFEIR and Draft Mitigation Monitoring Program – Task H.

In addition, Steve Noack will attend up to six two-hour meetings of the Planning Commission and Redevelopment Agency.

III. COST ESTIMATE

As shown in Table 3, the estimated total cost to complete the scope of work described in this proposal would be $208,573. DC&E will complete this scope of work for a fixed fee not to exceed this amount. With the optional tasks for photosimlations ($14,000) and Economic/Fiscal Impact Analysis ($30,000), the cost for the scope of work would be ($252,753). The cost estimate includes an estimated number of reports as noted in this proposal. The estimate is based on a comprehensive scope to ensure the defensibility of the environmental review document. We are flexible regarding project costs and hope that you will not eliminate us from consideration on the basis of cost alone.

A. Cost Guarantee

DC&E guarantees that it will complete a contracted scope of work for the contracted cost. Any in-contract cost overruns are absorbed by the firm and are not passed on to the client.

B. Assumptions

This scope of work and cost estimate assumes that:

- Billing rates for this project are guaranteed through July 2010. Billing rates would be subject to an increase of up to 6 percent on August 1, 2010, and in each subsequent year thereafter.
- Our cost estimate includes the meetings shown in Chapter 4. Additional meetings would be billed on a time and materials basis. Subconsultant team members could also attend additional meetings or hearings for an additional cost based on time and materials.
- No more than 60 hours of DC&E staff time will be required to respond to comments on the Draft EIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- City of Lafayette staff will act as a clearinghouse for comments on all administrative draft documents, and will provide DC&E with a single, internally reconciled set of comments on each administrative draft.
- There will be a single round of intensive review and revision to each administrative draft product prior to the screencheck draft. If the City of Lafayette staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.
- After creating the initial base map, DC&E will provide a copy to the City of Lafayette for review and approval prior to use for subsequent mapping work. At the conclusion of the project, DC&E will provide a CD the City containing all original GIS data as well as project-specific data layers modified or created by DC&E along with pertinent metadata documentation.

- All products will be submitted to the City of Lafayette in electronic (PDF) format, except for printed copies that are specifically identified in Chapter 4. If this allowance is exceeded, additional printing costs will be billed at DC&E's actual cost.
- Steve Noack will attend all project meetings and public workshops.
- TJKM senior staff attendance at up to three meetings (assumes up to eight hours) with City staff and project team.

In addition to up to three City staff project team meetings described above, TJKM senior staff will attend the following meetings:

- One start-up meeting with City staff.
- One EIR scoping meeting with the Planning Commission
- Up to four public hearings (assumes up to 15 hours), which are expected to include one Circulation Commission meeting, two Planning Commission hearings (DEIR and Final EIR), and one City Council hearing (Final EIR).

- Seifel Consulting will attend up to two public hearings

C. *Optional Tasks*

This proposal includes the following optional tasks. Costs for these tasks are included in Table 3:

- Preparation of four phososimulations (DC&E)
- Task 15. Economic and Fiscal Analysis of Plan Implementation (Seifel)

DC&E bills for its work on a time-and-materials basis with monthly invoices.

Table 3
Design, Community & Environment
Lafayette Downtown
Specific Plan EIR
Cost Estimate

	Design, Community & Environment							TJKM						Illingworth & Rodkin			Knapp Architects			Env. Coll.
Hours per Task	**Principal**	**Associate**	**Project Planner**	**Planner**	**Graphics/ WP**	**Graphics Tech**	**Clerical/ Intern**	**Principal Kinzel**	**Proj. Mgr Haygood**	**Assoc. PM Joy**	**Sr. Engr. Kluter**	**Engineer Gandluru**	**Asst Engr Lacap**	**Staff 1**	**Staff 2**	**Technical**	**Principal**	**Staff 1**	**Staff 2**	**Principal**
Task A. Project Initiation	2	8	8				8		10								4	4		
Task B. Environmental Review	8	60	120	80				2	20	18	36	72	88	25	30	12	11	86	20	40
Task C. Alternatives Evaluation	2	8	24						4		12		2	5	10			10		
Task D. Administrative Draft EIR	8	60	80	80	16	8	8	1	2	2	8	4	2	15	22		3			5
Task E. Screencheck Draft EIR	4	16	40						12									2		5
Task F. Draft EIR	4	8	16																	
Task G. Public Review	1	8	4																	
Task H. Administrative Final EIR	8	24	40	40	12	4								5			1	4		10
Task I. Final EIR	2	8	16																	
Project Management	4	40																		
Staff Meetings	8	8																		
Workshops and Hearings	12																			
Total Hours	63	248	348	200	28	12	16	3	48	20	56	76	92	50	62	12	19	106	20	60
Billing Rate	$190	$135	$105	$85	$90	$80	$70	$220	$190	$190	$160	$130	$115	$175	$125	$75	$135	$110	$90	$100
Labor Cost	$11,970	$33,480	$36,540	$17,000	$2,520	$960	$1,120	$660	$9,120	$3,800	$8,960	$9,880	$10,580	$8,750	$7,750	$900	$2,565	$11,660	$1,800	$6,000
Total Firm Labor Cost							$103,590						$43,000			$17,400			$16,025	$6,000
EXPENSES																				
Mileage (@ $0.55 per mile)													100			100			85	
Subconsultant Administration (10%)							9,136													
Reprographics and Mapping																			75	
Deliveries							100												70	
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)							2,072													
Report Production							2,500													
Data Purchase & Traffic Counts													8,000						500	
Total Expenses							13,808						$8,100			$100			$730	$0
TOTAL PER FIRM							117,398						$51,100			$17,500			$16,755	$6,000
TOTAL							**$208,753**													

Optional Tasks	
1. DC&E Photosimulations	$14,000
2. Seifel- Economic & Fiscal Analysis	25,000
Contingency	5,000
	$30,000
Optional Tasks Sub-total	$44,000
TOTAL WITH OPTIONS	**$252,753**

8/3/2009

Exhibit D

METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Bill Dodd, Chair
Napa County and Cities

Scott Haggerty, Vice Chair
Alameda County

Tom Azumbrado
U.S. Department of Housing and Urban Development

Tom Bates
Cities of Alameda County

Dean J. Chu
Cities of Santa Clara County

Dave Cortese
Association of Bay Area Governments

Chris Daly
City and County of San Francisco

Dorene M. Giacopini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Anne W. Halsted
San Francisco Bay Conservation and Development Commission

Steve Kinsey
Marin County and Cities

Sue Lempert
Cities of San Mateo County

Jake Mackenzie
Sonoma County and Cities

Jon Rubin
San Francisco Mayor's Appointee

Bijan Sartipi
State Business, Transportation and Housing Agency

James P. Spering
Solano County and Cities

Adrienne J. Tissier
San Mateo County

Amy Worth
Cities of Contra Costa County

Ken Yeager
Santa Clara County

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Operations

Andrew B. Fremier
Deputy Executive Director, Bay Area Toll Authority

Therese W. McMillan
Deputy Executive Director, Policy

January 2, 2009

Mr. Steven Falk
City Manager
City of Lafayette
3675 Mount Diablo Blvd., Suite 210
Lafayette, CA 94549

RE: Funding Agreement for Downtown Lafayette Planning Grant

Dear Mr. Falk:

This letter is our Funding Agreement for the performance of station area planning assistance ("the Agreement").

It is agreed that City of Lafayette (also referred to as "RECIPIENT") will perform, or engage a consultant to perform, the project tasks specified in Attachment A, Scope of Work attached hereto and incorporated by this reference.

Doug Johnson (herein "MTC Contract Manager") shall be responsible for the overall administration of the Agreement, including approving deliverables and invoices. Day-to-day technical direction shall be provided by Sailaja Kurella (herein "Project Manager") or a designated representative.

Payment to RECIPIENT shall be due in the amounts indicated in Attachment B, Project Budget and Schedule, upon acceptance by the MTC Contract Manager of the Project deliverables, described in detail in Attachment A.

Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Contract Manager. RECIPIENT shall deliver or mail invoices to MTC, as follows:

Accounting Department
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 -- 8th Street
Oakland, CA 94607-4700

Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid under the Agreement exceed the sum of one hundred fifty thousand dollars ($150,000).

The Agreement is funded in whole, or in part, by Surface Transportation Program (STP) funds allocated to MTC by the Federal Highway Administration, funds from which have been awarded to RECIPIENT by MTC, and the provisions in Attachment C, Terms and Conditions, are hereby incorporated by reference. To the extent that they conflict with any of the above provisions, they supersede such provisions.

Performance will begin on January 2, 2009, and be completed by July 30, 2010, unless MTC terminates this Agreement earlier as provided in Article 3, Termination, of Attachment C.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Therese McMillan
Deputy Executive Director, Policy

TMcM: DJ: DR
J:\CONTRACT\Contracts-New\CON 08-09\Funding Agmts\Station Area Plans\Lafayette Downtown.doc

Accepted and Agreed to this 2 day
of MARCH 2009.

Steven Falk
City Manager, Lafayette

CC: Sailaja Kurella, Association of Bay Area Governments
Ann Merideth, City of Lafayette

ATTACHMENT A

SCOPE OF WORK

INTRODUCTION

The grant will fund the environmental review of *The Strategy for Downtown Lafayette: A Vision and Specific Plan for 2025 (Strategy)*. The Strategy process began in May 2007 with the hiring of a consultant team led by Wallace Roberts & Todd with Bay Area Economics and Fehr & Peers.

As a specific plan, the Strategy will require an environmental review document which is expected to commence immediately after the draft Strategy is completed in March 2009. While the draft Strategy is still going through the planning process and project description has yet to be developed, it is anticipated at this time that the environmental review document will be a Program EIR. The environmental review will include any General Plan amendments identified by the Strategy. Final adoption of the Strategy will occur after the environmental review process is completed with a certified Final EIR.

The Strategy is based on the following:
- Market demand
- Land use alternatives
- Parking demand
- BART station access and connectivity
- Affordable housing
- Accessibility
- Infrastructure development and financing
- Pedestrian-friendly design
- Implementation

The Strategy is also addressing climate change. Through a planning grant from the Bay Area Air Quality Management District, the planning process includes an analysis of land use alternatives and their effect on greenhouse gas emissions.

The Strategy will include the following elements:
- Community vision
- Land use
- Urban design
- Transportation and circulation
- Utilities and infrastructure
- Community services and facilities
- Implementation
- Financing

The planning process is community-based, and a number of tools have been used to involve the community:

- Advisory Committee: Representatives from City Commissions (including Senior and Youth Commissions), community organizations, and downtown property owners and businesses have met 13 times to date. Meetings are open to the public.

- *Vistas*: Articles about Strategy have been in the City's quarterly newsletters sent to 11,000 Lafayette residences and businesses.

- Survey: A survey about downtown was sent to 11,000 residences and businesses and was available on-line. The City received about 2,500 responses.

- Community Workshops: Two workshops were held (September 2007 and February 2008); they were advertised online, newspaper, and e-mail.

- Stakeholder Interviews: Consultants held one-on-one interviews with stakeholders in January 2008.

- Downtown Display: A display of initial concepts for the downtown was displayed at the Lafayette Library in the downtown for 10 days in March 2008.

- Intercept Survey: Consultants conducted intercept interviews at downtown locations and at the Lafayette Community Center.

- Downtown Property Owners: Personal invitations have been extended to 60 of the downtown's largest property owners and businesses to become involved in the Strategy process.

Before the draft Strategy is accepted for environmental review in March 2009, there will additional Advisory Committee meetings, a community workshop, and public hearings.

WORK TASKS AND DELIVERABLES

Task 1: Environmental Review Scoping

RECIPIENT shall undertake the environmental review scoping process for the draft Downtown Strategy. This process will include outreach to the community, project stakeholders, and agencies.

Deliverable #1: Summary of scoping results

Task 2: Preparation of Draft Program EIR

2.1: Preparation of Draft Program EIR

RECIPIENT and CONSULTANT shall prepare a draft Program Environmental Impact Report (EIR) in compliance with the provisions of the California Environmental Quality Act (CEQA). The EIR shall address, at a minimum, the following areas:

- Land Use Consistency and Compatibility: The EIR shall evaluate the project's consistency with the General Plan, Redevelopment Plan, and other adopted City plans and policies.

- Population and Housing: The EIR shall analyze the project's effect on population and housing, including meeting the City's RHNA and redevelopment's affordable housing requirements.

- Transportation and Circulation: The EIR shall analyze traffic and circulation issues resulting from the project, impacts on existing and proposed pedestrian and bicycle facilities and bus and BART service, and impacts on pedestrian and bicycle safety.

- Aesthetics: The EIR shall analyze the project's effect on aesthetic resources, including views of hillsides and Mount Diablo.

- Air Quality and Climate Change: The EIR shall analyze the project's effect on air pollutants and greenhouse gas emissions. The analysis shall include short-term and long-term impacts.

- Biological Resources: The EIR shall address the project's impact on biological resources within the downtown's creek corridors.

- Cultural and Historical Resources: The EIR shall analyze the project's effect on cultural resources, including those that are considered characteristic of the downtown, and on historic resources

- Hydrology and Water Quality: The EIR shall analyze the project's construction and operational impacts to hydrology, drainage, and water quality within and downstream of the downtown's creek corridors.

- Public Services: The EIR shall evaluate the potential impacts to public services, including schools, recreation, solid waste, police, fire and utilities.

- Noise: The EIR shall analyze the potential impacts on ambient noise levels from project construction as well as from project buildout.

- Discussion of Growth Inducing and Cumulative Impacts: The EIR shall address growth inducing and cumulative impacts of the project.

- Discussion of Alternatives: The EIR shall describe a range of reasonable alternatives for the project, and evaluate the comparative merits of the alternatives, including the "No Project" alternative.

- Mitigation Monitoring Plan: A Mitigation Monitoring Plan shall be prepared for the project buildout.

Deliverable #2a: 50% Administrative Draft EIR
Deliverable #2b: Draft EIR

2.2 Planning Commission Public Hearing on Draft EIR

RECIPIENT and CONSULTANT shall present the Draft EIR to the Planning Commission to receive comments at a public hearing at the end of the public review period.

Task 3: Preparation of Final EIR

RECIPIENT and CONSULTANT shall prepare the Final EIR to include Responses to Comments on the Draft EIR and Mitigation Monitoring Program.

Deliverable #3: Final EIR

Task 4: EIR Certification

4.1 Planning Commission Public Hearing on Final EIR Certification

RECIPIENT and CONSULTANT shall present the Final EIR to the Planning Commission at a public hearing. At the conclusion of the hearing, the Commission will forward a recommendation regarding certification to the City Council.

4.2 City Council Public Hearing on Final EIR Certification

RECIPIENT and CONSULTANT shall present the Final EIR to the City Council at a public hearing for certification.

Deliverable #4a: City Council resolution certifying Final EIR
Deliverable #4b: Certified Final EIR

Task 5: Adoption of Final Downtown Strategy

5.1 Planning Commission Public Hearing on Adoption of Final Downtown Strategy

Upon certification of the Final EIR by the City Council, RECIPIENT shall present the Final Downtown Strategy and, if applicable, amendments to the General Plan to the Planning Commission at a public hearing. At the conclusion of the hearing, the Commission will forward a recommendation regarding adoption of the Final Downtown Strategy to the City Council.

5.2 City Council Public Hearing on Adoption of Final Downtown Strategy

RECIPIENT shall present the Final Downtown Strategy to the City Council at a public meeting for final adoption.

Deliverable #5: City Council resolution adopting Final Downtown Strategy

Task 6: Publication of Adopted Final Downtown Strategy

RECIPIENT shall publish the Adopted Final Downtown Strategy.

Deliverable #6: Final Downtown Strategy

ATTACHMENT B

PROJECT BUDGET AND SCHEDULE

The following table provides the project budget by deliverable, including the local match to be provided by the RECIPIENT:

Task	Deliverables	MTC Contribution	RECIPIENT Match	Total Cost	Completion Date
1	Summary of scoping results	$ 0	$ 5,000	$ 5,000	August 30, 2009
2	2a: 50% Administrative Draft EIR	$ 60,000	$ 15,000	$ 75,000	October 30, 2009
	2b: Draft EIR	$ 60,000	$ 15,000	$ 75,000	Dec. 30, 2009
3	Final EIR	$ 25,000	$ 5,000	$ 30,000	February 30, 2010
4	4a: City Council resolution certifying Final EIR	$ 5,000	$ 3,000	$ 8,000	April 30, 2010
	4b: Certified Final EIR	$ 0	$ 500	$ 500	April 30, 2010
5	City Council resolution adopting Final Downtown Strategy	$ 0	$ 500	$ 500	June 30, 2010
6	Final Downtown Strategy	0	$ 1,000	$ 1,000	July 30, 2010
Total		**$ 150,000**	**$ 45,000**	**$ 195,000**	

ATTACHMENT C

TERMS AND CONDITIONS

1. FUNDING

Funding from DOT shall be contingent upon approval by the Federal Highway Administration (FHWA) of MTC's Overall Work Program ("OWP"). Should DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC will reduce RECIPIENT's share of STP funds proportionately and shall, after consultation with the RECIPIENT, amend the Scope of Work as necessary to reflect the reduced level of funding.

2. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

3. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT will be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT will be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

4. RETENTION OF RECORDS

RECIPIENT agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to RECIPIENT or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of RECIPIENT audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

5. AUDITS

RECIPIENT agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

RECIPIENT further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized

representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding $25,000.

6. LICENSE TO WORK PRODUCTS

RECIPIENT hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by RECIPIENT or RECIPIENT's consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, without the approval of RECIPIENT or RECIPIENT's consultant(s) or subconsultants. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which RECIPIENT or RECIPIENT's consultant(s) or subconsultants purchase ownership under this Agreement.

7. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, RECIPIENT agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by RECIPIENT to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

RECIPIENT agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

10. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act

of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

11. STATE ENERGY CONSERVATION PLAN

RECIPIENT shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

12. DEBARMENT

RECIPIENT certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

13. CLEAN AIR AND WATER POLLUTION ACTS

RECIPIENT agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

14. LOBBYING

RECIPIENT agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

15. INDEMNIFICATION

RECIPIENT shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of RECIPIENT, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and RECIPIENT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

16. MEETINGS

RECIPIENT agrees to invite the MTC Contract Manager and the Project Manager to participate in all meetings held in connection with this project, including public meetings and project team meetings.

17. COMPLIANCE WITH LAWS

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on RECIPIENT (including, but not limited to, 49 CFR Part 18, "Uniform

Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

In addition, RECIPIENT certifies that the RECIPIENT and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulators Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4-1 *et seq.* and the applicable regulations thereunder.

18. IDENTIFICATION OF DOCUMENTS

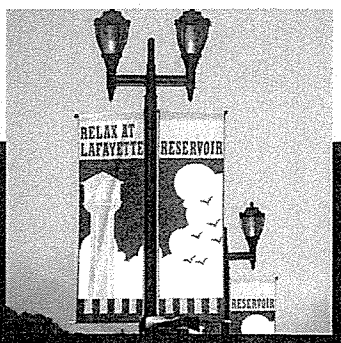
RECIPIENT will ensure that all documents related to the project including meeting notices and reports state that the project is funded through the Metropolitan Transportation Commission's Station Area Planning Program.

In addition, RECIPIENT will ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

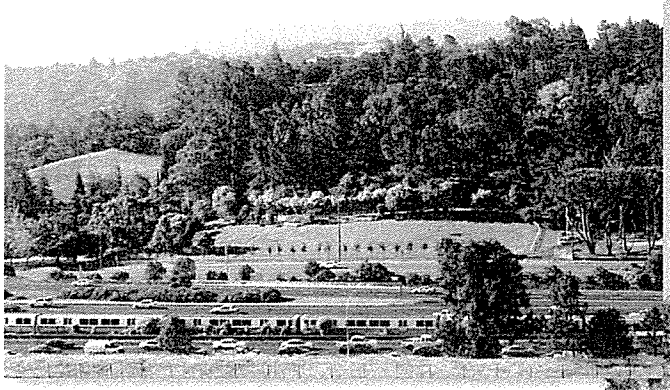
19. SUBCONTRACTS

RECIPIENT must include provisions of this Agreement, as applicable, modified only to show the particular contractual relationship, in any third-party contracts funded by this Agreement.



CITY OF LAFAYETTE

DOWNTOWN LAFAYETTE SPECIFIC PLAN PROGRAM EIR



DESIGN, COMMUNITY & ENVIRONMENT

JULY 13, 2009

1625 SHATTUCK AVENUE
SUITE 300
BERKELEY, CA 94709
TEL: 510 848 3815
FAX: 510 848 4315
www.dceplanning.com

July 13, 2009

Ann Merideth
City of Lafayette
3675 Mt. Diablo Bolevard, Suite 210
Lafayette, CA 94549

Re: Downtown Lafayette Specific Plan EIR

Dear Ann:

Please accept the attached submittal as DC&E's proposal to prepare the Downtown Specific Plan Program EIR for the City of Lafayette.

In order to meet the aggressive schedule required by the City, and mandated as part of the MTC Grant for the work, the EIR team will need to hit the ground running in order to complete a 50 percent submittal one month after notice to proceed. Possessing a strong familiarity with the City of Lafayette and having worked together on multiple projects, the DC&E team has the qualifications and skill to produce the EIR in accordance with the schedule established in the RFP. As a resident of Lafayette, I am familiar with the downtown area and will guide the team in preparing the baseline sections quickly. Additionally, with our extensive experience successfully completing Specific Plans and corresponding EIRs, DC&E knows how to prepare a succinct project description, including buildout projections, and understands the level of analysis required for a programmatic-level CEQA document.

Contract Review

We have reviewed the draft contract and would request the following change, shown in italics:

> ¶10. Indemnification. "CONSULTANT shall indemnify, defend, and hold harmless CITY, its officials, officers, employees, volunteers, and agents against and from any and all claims or suits for damages or injury arising from Consultant's alleged *negligent* acts or omissions, or willful misconduct of CONSULTANT, its officials, officers . . . ."

Please do not hesitate to contact me if you need more information. The DC&E team looks forward to working with you on this interesting and challenging project.

Sincerely,
DESIGN, COMMUNITY & ENVIRONMENT, INC.

Steve Noack, AICP
Principal

CITY OF LAFAYETTE

DOWNTOWN LAFAYETTE SPECIFIC PLAN PROGRAM EIR

DESIGN, COMMUNITY & ENVIRONMENT

1625 SHATTUCK AVENUE, SUITE 300
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OFFICES IN BERKELEY AND VENTURA

IN ASSOCIATION WITH:

TJKM - PLEASANTON
ENVIRONMENTAL COLLABORATIVE
KNAPP ARCHITECTS
ILLINGWORTH & RODKIN
SEIFEL

JULY 13, 2009

TABLE OF CONTENTS

1. PROJECT UNDERSTANDING 1

2. TEAM QUALIFICATIONS 5
   Figure 1: Organization Chart 7

3. WORK SCOPE 33
   Table 1: Work Program Summary 34

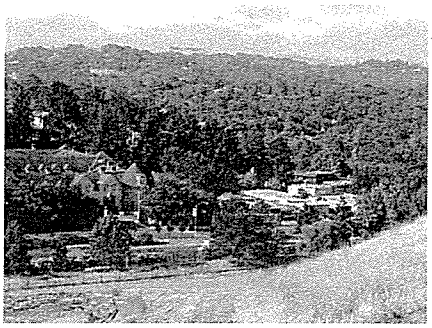
4. SCHEDULE, PRODUCTS AND MEETINGS 51
   Table 2: Project Schedule 51

5. COST ESTIMATE 53
   Table 3: Cost Estimate 55

CONSULTANT TEAM QUALIFICATIONS

Design, Community & Environment
TJKM
Environmental Collaborative
Knapp Architects
Illingworth & Rodkin
Seifel Consulting

I PROJECT UNDERSTANDING



The City of Lafayette is in the process of completing a Specific Plan for the downtown area, which encompasses the heart of the city from Risa to Pleasant Hill Roads, and Highway 24 to Moraga/Saint Mary's Roads. The Downtown Lafayette Specific Plan will provide a vision statement supported by a consolidated set of goals and policies that will guide future development in the area. The Draft Plan contains detailed site design guidelines for the eight districts within the Planning Area. These guidelines provide clear direction for both potential developers and City staff on how Downtown Lafayette should be developed to maintain the character of the City, while strengthening commercial and residential uses. The Draft Plan, issued in January 2009 was developed through an extensive public involvement process, including guidance from the Downtown Strategy Advisory Committee, input from a public survey, stakeholder meetings and a series of community workshops. The Public Review Draft was also thoroughly vetted through reviews by the Planning Commission, City Council and other supporting commissions and advisory bodies. City staff is currently revising the plan to reflect input from the reviewing bodies, including specific direction from the City Council.

The Downtown Lafayette Specific Plan Program EIR will include the adoption of the Downtown Lafayette Specific Plan, incorporation of three existing Specific Plans into the Downtown Plan, and amendments to the General Plan and Zoning Ordinance. As a result of the conditions of the MTC grant, completion of the EIR through certification must be done in an expedited manner, requiring an efficient, responsive EIR team with knowledge of the City and familiarity with the Specific Plan process.

A. Key Issues

Based on our significant experience preparing environmental review documents for planning and design projects, our familiarity with Lafayette and our reading of the RFP, we have identified the following key issues that will need to be addressed in the EIR.

- **Expedited Process.** As previously noted, the EIR must be certified no later than July 2010. In order to ensure that this deadline is met, the City

has prepared an aggressive schedule, with the overall goal of beating the required deadline. With a staff of over 45 planners and designers in Berkeley, DC&E has the resources to meet the City's schedule. For the *Broadway Plaza Retail Expansion EIR* for the City of Walnut Creek, Steve Noack and Tanya Sundburg (DC&E's proposed Principal-in-Charge and Project Manager for this project) completed the first Administrative Draft EIR within six weeks of authorization, allowing the City to fast track the process and meet an aggressive hearing schedule. Additionally, as a resident of Lafayette, Steve Noack's knowledge of downtown Lafayette, will help guide the team and ensure a focused environmental analysis of the issues identified by City staff, decision makers and the public.

- **Complex Project Description.** The EIR will address the redevelopment of the Downtown as a single project even though the area consists of several distinct subareas, includes many different landowners and redevelopment is projected to occur incrementally over many years. This approach allows the City to comprehensively evaluate the cumulative impacts of the Specific Plan and consider broad policy alternatives and area-wide mitigation measures prior to adopting the Specific Plan and permitting individual development projects.

- **Addressing Public Controversy.** While the Draft Downtown Lafayette Specific Plan has gone through extensive public review and has been modified at the direction of the City Council to better address public concerns over growth and development, it is likely that additional concerns will be raised during the environmental review process, including public scoping, DEIR review and the final certification hearings. DC&E will bring our vast experience in preparing stakeholder involvement programs, document management and meeting facilitation to the project in order to address community concerns through a tightly managed process so that stakeholder issues are addressed without derailing the schedule requirements of the project.

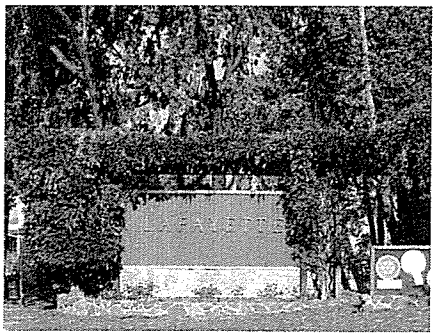
- **Assessing Economic and Fiscal Impacts.** While not directly required as part of the CEQA process, City staff has expressed an interest in a com-

parative evaluation of the economic and fiscal impacts of the Plan. As an optional task, Seifel Consulting has included scope of work to prepare an independent economic and fiscal impact analysis of three alternative buildout scenarios of the Downtown Specific Plan.

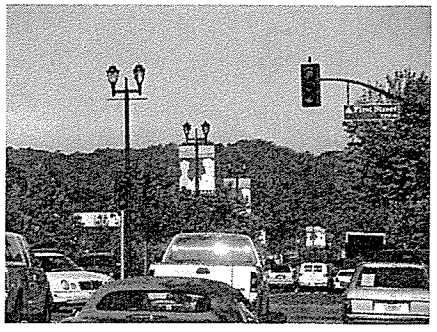
B. Key Strengths

The following section describes the DC&E team's key strengths and qualifications to successfully complete the Downtown Lafayette Specific Plan Program EIR.

- **Urban Design Experience**. Design is a major focus at DC&E. We have substantial urban design and landscape architecture practices and have extensive experience developing streetscape improvements, green building incentives and design guidelines for many downtown districts within the Bay Area. We also have strong in-house visual simulation and computer modeling skills and have produced simulations for high-profile projects, such as the Tien Center at UC Berkeley. DC&E possesses the design skills necessary to develop high quality graphics that will allow the public to fully understand the visual implications of redevelopment and to accurately assess the potential visual impacts of the Specific Plan design guidelines and other components.



- **Focused Team with Strong Working Relationships**. Because the City has done so much advance work on this project, we have been able to keep our team small and efficient. We have worked with Illingworth & Rodkin (noise and air quality analysis) on literally dozens of environmental analysis projects. DC&E also works frequently with TJKM, Environmental Collaborative and Knapp Architects. These established working relationships will allow us to complete the project quickly and efficiently.



- **Attention to Quality and Defensibility.** The Downtown Lafayette Specific Plan EIR is expected to generate a certain level of local community interest and it is imperative that the environmental consultant provide the highest quality environmental analysis. DC&E's work is well-

known for its quality, clarity and readability, and has never been successfully challenged in court, despite our having worked on many controversial projects.

2 TEAM QUALIFICATIONS

DC&E has assembled a highly-qualified team to complete the Downtown Lafayette Specific Plan Program EIR. This chapter describes the qualifications of the firms on the DC&E team and the key personnel that will be assigned to the project. Resumes for the staff identified in this chapter, as well as additional team qualifications are included in an appendix at the end of this proposal, and the organization of the team is shown graphically in Figure 1.

A. Design, Community & Environment (DC&E)

DC&E was founded by David Early in 1995 to offer the type of high-quality, personalized, and comprehensive planning, design and environmental review services that the City of Lafayette needs for its Downtown Specific Plan Program EIR. DC&E will serve as the prime consultant and be responsible for project management, client contact and subconsultant coordination throughout the project. As its name implies, DC&E's work is based on three basic principles:

- **Design.** Almost every planning decision affects our physical environment. DC&E is committed to ensuring that development projects and planning policy have positive design implications.
- **Community.** DC&E believes that planning and design decisions must reflect local communities' needs. DC&E stresses community involvement and public participation as cornerstones of its work.
- **Environment.** In order to sustain itself into the future, our society must find development patterns that respect the natural environment. Therefore, DC&E stresses environmental responsibility and stewardship in planning and design.

DC&E is one of the few firms in California that offers services in environmental review, as well as in comprehensive planning and design. We provide a complete range of services to fulfill both CEQA and NEPA requirements, including Initial Studies, Negative Declarations, Environmental Assessments, Environmental Impact Reports, and Environmental Impact Statements. Our

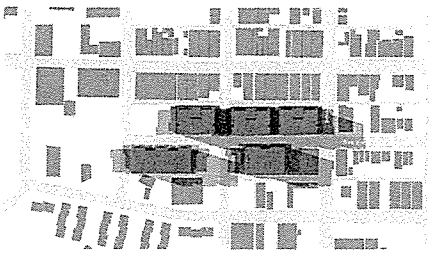
integrated capabilities ensure that the environmental documents we prepare are useful to decision-makers and result in meaningful project improvements.

DC&E has a strong record of on-time, on-budget project management experience. We guarantee that we will complete the contracted scope of work for the contracted cost. Any in-contract overruns are absorbed by the firm and are not passed onto the client. Additionally, DC&E has the capacity to ensure that client needs are addressed promptly and effectively.

1. Relevant Projects

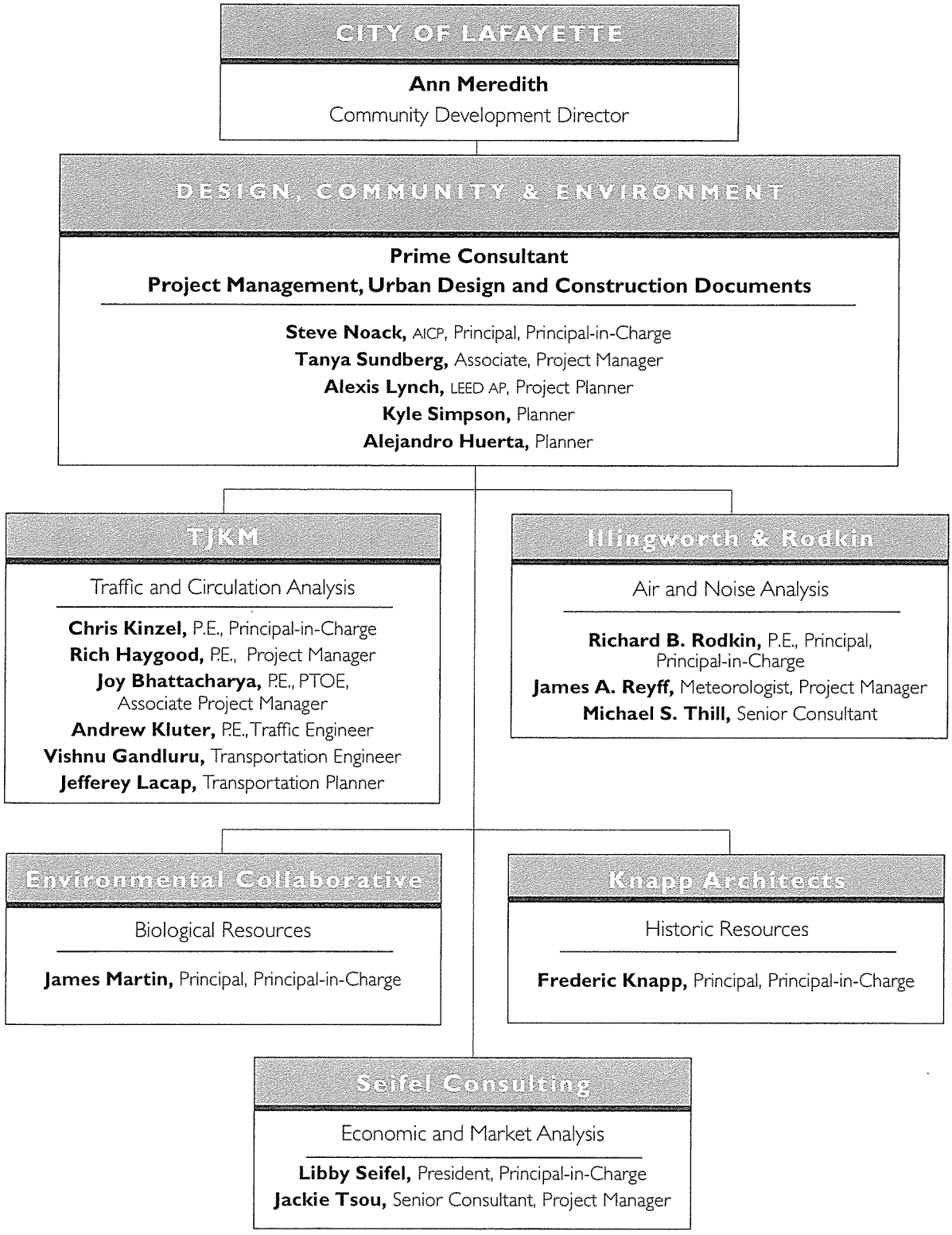
DC&E's environmental consulting work is rooted in a deep and sincere commitment to the environment, which is reflected in the thoroughness of our research and the quality of our documents. DC&E's range of expertise yields environmental analysis and mitigation measures which reflect an understanding not only of the physical environment, but also public policy and aesthetic issues.

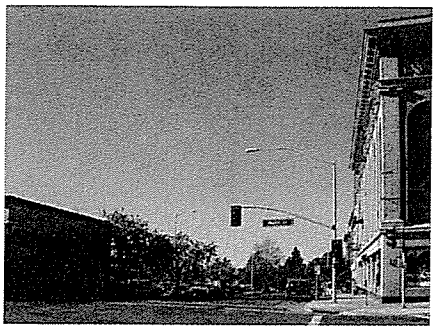
Additionally, DC&E has extensive local experience and has successfully worked with the City of Lafayette on numerous projects, including the *Mt. Diablo Boulevard Conceptual Building Designs*, the *Downtown Infill Conceptual Building Designs*, the *Moraga Road Pedestrian Improvements*, the *Pleasant Hill Road Multi-Purpose Trail*, and the *Lafayette Community Park North End Public Design Process*.

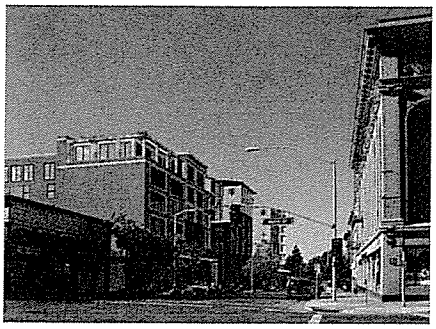


Downtown Vallejo Specific Plan and Virginia Street Mixed-Use Project EIR for the City of Vallejo. DC&E prepared an EIR that served both as a program-level review for a Specific Plan covering Vallejo's downtown area and as a project-level CEQA document for the first project to be developed under the Specific Plan, which is a seven-story mixed-use retail and residential building. The Downtown Vallejo Specific Plan represents an ambitious effort by the City to revitalize its historic core and the surrounding area, which has been in decline since the heyday of the nearby Mare Island Naval Shipyard in the 1940s and 1950s. DC&E prepared photorealistic visual simulations and 3-D shadow studies for the project, and oversaw preparation of an extensive

FIGURE 1
ORGANIZATION CHART







parking analysis as well. Other topics addressed in the EIR were the policy impacts of the Specific Plan's proposed re-zoning to establish "place-based" rather than use-based zoning districts, potential impacts to historic structures located throughout the Specific Plan area, and cumulative impacts related to the City's simultaneous redevelopment projects along the nearby Vallejo Waterfront and on Mare Island. DC&E's work on the project was acknowledged by both the City and the developer for its high quality and its contribution to project approval. In 2006, the Downtown Vallejo Specific Plan won the award for Best Comprehensive Planning in a Large Jurisdiction by the California Chapter of the American Planning Association.

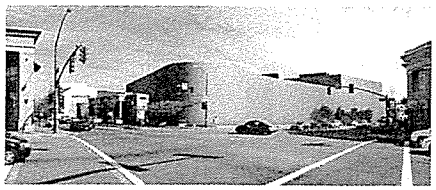
Subsequent to certification of the EIR, the design of the mixed-use retail and residential building was modified. Based on the proposed modifications, DC&E prepared an Addendum to the Final EIR. The Addendum included a CEQA checklist which evaluated whether the proposed modifications would change the conclusions set forth in the previously certified Final EIR. DC&E conducted an urban design study as part of the Addendum to address potential aesthetic and visual impacts of the proposed modifications. The Addendum also included completion of a technical memorandum to address parking issues.

Walnut Creek General Plan Update for the City of Walnut Creek. Walnut Creek's three-year General Plan update process was a highly collaborative effort involving City staff, a diverse consultant team, and active participation by local residents. DC&E worked on several aspects of the project, including:

- Leading a series of eight community workshops to present information and solicit feedback from community members on specific components of the Plan.
- Preparing a new Urban Design Element for the General Plan, which will provide information on the City's unique features and characteristics that define its character and urban fabric.

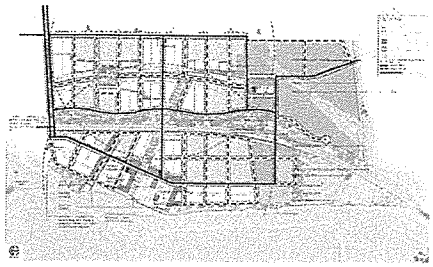
- Preparing visual simulations of new development that would be allowed under the General Plan.
- Coordinating a team of technical consultants to prepare a series of background reports on community facilities and services, parks and recreation, hydrology and water quality, geology and soils, hazardous waste, air quality, noise, biological resources, and cultural resources.
- Assisting in the development of goals and policies in each of these issue areas listed above.
- Preparing a full EIR on the General Plan.

DC&E's work on these multiple aspects of the General Plan Update ensured a high-quality, coordinated effort on the project.



Broadway Plaza Retail Expansion EIR for the of City Walnut Creek. DC&E prepared an EIR for a retail expansion project featuring a Nieman-Marcus store, which was proposed for Broadway Plaza, a shopping center located in downtown Walnut Creek. The project included the demolition of a portion of one of the existing structures and an existing parking lot on the site, and the construction of a new 107,100 square foot building, requiring a General Plan Amendment to increase the maximum commercial floor area ratio and the building height limit, a Zoning Ordinance Building Height Map Amendment to increase the building height limit, a Conditional Use Permit to authorize a reduction in the number of required parking spaces, and a Lot Line Adjustment. DC&E's environmental review focused on the visual impacts of the new building, especially as it related to scenic views of Mount Diablo. A key part of this analysis was a massing study that simulated the building envelope from a series of viewpoints. DC&E's review also focused on the transportation and parking impacts, and coordinated with other projects under CEQA review in the downtown area.

Napa Pipe Site EIR for Napa County. DC&E is completing the EIR for a new mixed-use development on the abandoned Napa Pipe Project industrial site along the Napa River in unincorporated Napa County. The project is



based on principles of smart growth and proposes a combination of residences, neighborhood-serving retail, light industrial/R&D/warehousing, office space, restaurants, a condominium hotel and community facilities. DC&E's role involves extensive coordination with County and City staff and management of numerous subconsultants. Key issues to be addressed include visual resources, air quality, hydrology, water quality and supply, traffic and hazardous materials. DC&E's analysis will identify potentially significant impacts associated with the phased buildout of the project and mitigation measures to address those impacts.

Downtown San Leandro Transit-Oriented Development Strategy EIR for the City of San Leandro, as a subconsultant to BMS Design Group. DC&E served on a consultant team that assisted the City of San Leandro in developing a transit-oriented development (TOD) strategy for its downtown area. The two primary goals of the project were to create a vibrant and distinct destination with a high level of transit and pedestrian accessibility, and to encourage increased use of existing transit infrastructure. The project identified sites and developed designs to achieve these goals through infill development and increased density within a half-mile radius of a proposed Bus Rapid Transit (BRT) station and the existing San Leandro BART station. DC&E prepared the programmatic EIR on the TOD Strategy, which required careful consideration of issues associated with higher density residential and commercial development, including increased population, potential noise impacts to new residents downtown, aesthetic impacts and impacts to historically significant structures within the plan area. This project won the Northern California Section APA Award for Focused Issue Planning in 2008.

Santa Rose Downtown Station Area Specific Plan for the City of Santa Rosa. Downtown Santa Rosa is the site of one of 14 future train stations for the Sonoma-Marin Area Rail Transit (SMART) commuter rail service. Within the next few years, the downtown area is likely to be significantly transformed by the construction of this station, particularly through higher-density transit-oriented development. DC&E prepared the Downtown Station Area Specific Plan to help ensure that this transformation results in at-

tractive, appropriate and transit-friendly development that preserves downtown Santa Rosa as the cultural heart of Sonoma County, promotes the economic vitality of the City and the region, and encourages walking, bicycling and other transportation alternatives. As part of the Specific Plan process, DC&E led community workshops to help residents and business owners formulate a unified vision for the entire study area, and establish land use policies, design guidelines, market strategies and infrastructure improvements to support the implementation of that vision. This project won the Northern California Section APA Merit Award for Focused Issue Planning in 2008. *Copies of the Draft EIR and Final EIR have been included with this proposal package as samples of DC&E's relevant work.*

Walnut Creek BART Transit Village Plan EIR for the City of Walnut Creek. Walnut Creek Transit Lifestyles Associates proposes to construct a mixed-use transit oriented development (TOD) project at the existing 16.8-acre Walnut Creek BART station. The proposed project includes 600 residential units, 19,000 square feet of retail space, 30,000 square feet of commercial office space integrated into a new parking structure containing 951 parking spaces, and a new bus transfer area. With its overall development density and integration of uses, this project would be the first of its kind in Contra Costa County. DC&E is responsible for completing the project EIR, which will involve close coordination with the City of Walnut Creek and BART throughout the environmental review process. Based on the nature of the project and its location in relation to downtown Walnut Creek, the BART station, I-680, and several major arterial roadways, key issues to be examined in the EIR include traffic and site circulation, aesthetics, noise, air quality. DC&E will lead a team of technical subconsultants, including DMJM Harris, which will be completing an access study to examine a range of site circulation alternatives. DC&E will also conduct an assessment of photo-realistic project simulations, completed by MVE architects, to identify the project's visual impact on the surrounding context and mid-long range views.

2. References

a. Downtown Vallejo Specific Plan & Virginia Street Project EIR
Reference: Paul Jensen, Planning Manager, City of San Rafael Community Development Department, (415) 485-5064. Mr. Jensen served as a contract planner for the City of Vallejo and managed this project prior to taking the job in San Rafael.

b. General Plan EIR and the Broadway Plaza Retail Expansion EIR
Reference: Victoria Walker, Planning Manager, City of Walnut Creek, (925) 943-5829.

c. Downtown San Leandro Transit-oriented Development Strategy EIR
Reference: Kathleen Livermore, Planning Manager, City of San Leandro, (510) 577-3350.

d. San Carlos General Plan Update and EIR
Reference: Al Savoy, Director of Planning, City of San Carlos, (650) 802-4209.

e. Santa Rosa Downtown Station Area Specific Plan
Reference: Wayne Goldberg, Director of Advance Planning and Public Policy, City of Santa Rosa, (707) 543-3220.

3. Key Staff

Steve Noack, AICP, Principal, will serve as Principal-in-Charge and will ensure that all products are produced on-time, on-budget and meet the highest quality of standards. Additionally, he will be available to facilitate public workshops and critical meetings throughout the process. Mr. Noack is an expert in environmental planning and review and brings over 30 years of experience in environmental planning for a wide range of projects throughout California. Mr. Noack specializes in environmental review and planning documents for General and Specific Plans, downtown redevelopment plans and transportation projects. His expertise includes the day-to-day application of the California Environmental Quality Act, the National Environmental Policy Act and other State and federal environmental regulations and guide-

lines. Mr. Noack has extensive experience assembling teams of technical consultants tailored to specific projects and managing their work to produce cohesive planning documents. In addition to his environmental review expertise, Mr. Noack is also a long-time resident of Lafayette and is extremely familiar with the community. His previous project experience includes overseeing DC&E's work on the *Downtown Vallejo Specific Plan and Virginia Street Mixed-Use Project EIR* for the City of Vallejo, the *Walnut Creek General Plan EIR* for the City of Walnut Creek and the *Downtown Station Area Specific Plan EIR* for the City of Santa Rosa. Currently, Mr. Noack is overseeing all environmental review work for the *Ceres Downtown Specific Plan and EIR* for the City of Ceres and the *Dumbarton Station Area Specific Plan and EIR* for the City of East Palo Alto.

Tanya Sundberg, Associate, will serve as the Project Manager and will be responsible for the day-to-day management of the project, as well as for maintaining regular contact with City staff, coordinating subconsultants, facilitating workshops and attending all project meetings. Ms. Sundberg will also work closely with Mr. Noack to provide environmental review expertise for the project team. Ms. Sundberg has managed a several large and complex comprehensive planning and environmental review projects, including the *Butte County General Plan Update and EIR* for Butte County and the *Tracy General Plan Amendment, Sphere of Influence Amendment and EIR* for the City of Tracy. Her recent project experience includes serving as the Project Manager for the *Broadway Plaza Retail Expansion EIR* for the City of Walnut Creek, and the *Napa County Housing Element 2009 Update and EIR* for Napa County. Prior to joining DC&E, Ms. Sundberg worked for the City of Sunnyvale on current planning work, including "over-the-counter" ministerial reviews, minor discretionary permits, and discretionary permits requiring a public hearing.

Alexis Lynch, LEED AP, Project Planner, will assist with research and writing, as well as outreach, throughout the Downtown Lafayette Specific Plan Program EIR. Ms. Lynch specializes in environmental review for smart growth and economic development projects. Her recent experience includes

serving as key staff on the *Napa Pipe Site EIR* and the *East Washington Place EIR*, both of which involved smart-growth, brownfield redevelopment projects. Ms. Lynch's recent experience also includes working on the *Tracy General Plan Amendment and Supplemental EIR* and the *Alameda Community-Based Transportation Plan (CBTP).* Prior to joining DC&E, she worked for the City of Berkeley on its *Downtown Area Plan Update*, developing and writing policies, as well as assisting with public outreach.

Kyle Simpson, Project Planner, specializes in environmental review and has worked on several projects involving a range of downtown and infill development issues. His previous projects include the *Downtown San Leandro Transit-Oriented Development Strategy EIR* for the City of San Leandro, the *Napa Pipe Project EIR* for the County of Napa and the *Walnut Creek BART Transit Village Plan EIR* for the City of Walnut Creek. Currently, Mr. Simpson is serving as key staff on the *Ceres Downtown Specific Plan and EIR* for the City of Ceres and the *Dumbarton Station Area Specific Plan and EIR* for the City of East Palo Alto. Prior to joining DC&E, Mr. Simpson worked with Greenbelt Alliance in San Francisco, advocating for smart-growth and responsible planning.

Alejandro Huerta, Planner, will provide technical research and writing, as well as public outreach support. Fluent in Spanish, Mr. Huerta holds an MA in Architectural History and a BA in Urban Studies. He has served as an Architectural Historian for cultural resource and historic preservation groups. He is currently providing research and report-writing on the *Envision Chino – General Plan EIR* for the City of Chino, the *Zoning Code Update* for the City of Tracy, and the *General Plan Update EIR* for the City of San Carlos. Additionally, Mr. Huerta is starting work on the *Dumbarton Station Area Specific Plan and EIR* for the City of East Palo Alto.

B. TJKM

TJKM is a traffic engineering and transportation planning firm servicing Northern and Central California. With offices in Pleasanton, Fresno, Sacra-

mento and Santa Rosa, TJKM provides meaningful traffic solutions for a wide range of transportation issues. TJKM's primary service categories include Traffic Studies, Intelligent Transportation Systems, Traffic Control Systems, and Transportation Planning. Over the past 35 years, TJKM has successfully participated in more than 8,000 transportation projects throughout California. It is this depth of experience that gives TJKM's engineers the necessary skills to complete each project with accuracy, efficiency and high-quality professionalism.

TJKM is very familiar with the technical components and requirements of large-scale traffic impact studies, such as the Downtown Lafayette Specific Plan EIR project, and is extremely experienced in the creation of mitigation measures for traffic challenges associated with mixed-use developments. TJKM specializes in traffic operations, as well as pedestrian and bicycle circulation and safety, transit coordination, and parking demand analysis. TJKM has provided traffic engineering services for numerous projects with issues very similar to the Downtown Lafayette Specific Plan project and will draw upon this experience to further planning efforts in Downtown Lafayette.

TJKM has conducted 22 projects in the City of Lafayette and is very familiar with local transportation issues. TJKM also has significant experience contributing to Environmental Impact Reports, Specific Plans and General Plan Amendments and complied with the CEQA process, requirements and guidelines for countless projects throughout the Bay Area and beyond.

1. **Relevant Projects**

Review of Moraga Center Specific Plan EIR for the Cities of Lafayette and Orinda. TJKM completed a comprehensive peer review of the Moraga Center Specific Plan (MCSP) EIR traffic analysis. The Specific Plan includes up to 720 residential units of varying densities, 90,000 square feet of retail space, 50,000 square feet of office space, an 85-room hotel, a 75-room congregate care facility and a 75-room assisted living facility. TJKM's peer review provided a comprehensive examination of the expected traffic impacts described in the MCSP EIR and a comparison of EIR traffic mitigation measures with

those currently in the *Lamorinda Action Plan*; an analytical comparison of MCSP trip generation assumptions with established industry estimates for retail, residential, and other land uses from similar suburban areas. In particular, TJKM's review and analysis of retail trip generation rates considered the potential full occupancy of retail sites in central Moraga, whereas the EIR projected future retail activity based on current lower retail occupancy levels. Also, the retail trip rate review considered regional attraction to new MCSP retail in addition to the EIR's consideration of local retail attraction from Moraga residents.

In its peer review, TJKM considered the needs of Lafayette and Orinda stakeholders by reviewing and recommending additional appropriate measures that would lessen potential impacts from the full-build MCSP development. Such measures included transportation demand management, traffic calming and provision of enhanced alternative transportation, including senior shuttles, additional public transit service, bicycle facilities and pedestrian facilities. TJKM's efforts built a strong case for a more comprehensive review of transportation impacts and measures for the greater Lamorinda area and were enthusiastically received by the cities of Lafayette and Orinda.

East Dublin Development Studies for the City of Dublin. As an on-call consultant for the City working directly with a majority of the active developers in the area, TJKM has been in this project since 1985. During this time, TJKM has provided a variety of key services, including determining circulation patterns, developing plan lines, planning for connectivity, and designing traffic signals. TJKM routinely studies the effects and impacts of East Dublin developments prior to construction. TJKM has also conducted studies for the two Dublin BART stations, including the design of the parking lot and circulation system for the East Dublin/Pleasanton station. TJKM's East Dublin involvement includes many assignments and has resulted in numerous traffic studies/EIR traffic sections for Specific Plans, sub-area plans and development projects.

Grafton Plaza Traffic Study for the City of Dublin. TJKM, as part of its City of Dublin On-Call contract, is currently conducting the traffic studies for the proposed Grafton Plaza development. The proposed project includes a mixture of innovative land uses, such as live/work and shopkeeper units, a hotel with shops and a restaurant, a spa, 425 condominiums, 300,000 square feet of offices, and 80,000 square feet of retail use, with both surface and garage parking. At the request of the City, TJKM conducted a comprehensive traffic and parking analysis and prepared the traffic and transportation section of the DEIR. TJKM supplemented this analysis with a traffic impact report.

Downtown Vacaville Parking Study and Transportation Master Plan for the City of Vacaville. TJKM was retained to evaluate existing public parking, circulation and access conditions in Downtown Vacaville. The purpose of TJKM's study was to support downtown revitalization efforts by providing an assessment of the current and future public parking demand in the downtown and to determine the need for the revision, improvement, and/or addition of public parking facilities. The study involved the review of exiting public parking conditions, analysis of parking demand based on existing and proposed land uses, and development of recommendations to meet existing and future parking needs of diverse groups including merchants, employees and customers. TJKM completed the initial Parking Study in 2001 and is currently preparing an update. TJKM will present the latest findings and recommendations for the Vacaville Parking Study and Transportation Master Plan to members of the Downtown Vacaville Business Improvement District, the City of Vacaville Development Team, the Housing and Redevelopment Commission, the City Council and the Vacaville Planning Commission.

2. References

a. Review of Moraga Center Specific Plan EIR

Reference: Janice Carey, PE, City Engineer, City of Orinda, (925) 253-4260.

b. East Dublin Development Studies

Reference: Melissa Morten, Public Works Director, City of Dublin, (925) 833-6630.

c. Grafton Plaza Traffic Study
Reference: Melissa Morten, Public Works Director, City of Dublin, (925) 833-6630.

d. Downtown Vacaville Parking Study and Transportation Master Plan
Reference: Ozzie Hilton, PE., Senior Civil Engineer, City of Vacaville, (707) 449-5352.

3. Key Staff

Chris Kinzel, PE, will serve as TJKM's Principal-in-Charge on the Downtown Lafayette Specific Plan Program EIR. Mr. Kinzel is the President of TJKM and is a registered Traffic and Civil Engineer in the State of California. He is a prominent transportation figure in the East Bay region and has extensive knowledge of the transportation issues throughout Lafayette and surrounding areas, having contributed to several hundred local projects. He has served as the Project Manager or Principal-in-Charge of all of TJKM's significant East Bay studies. He is an active member of ITE, and has lectured for the University of California at Berkeley and the University of Santa Clara on numerous occasions. He is the author of the "Traffic Studies" chapter of the *Traffic Engineering Handbook,* published by Prentice-Hall.

Rich Haygood, PE, will serve as TJKM's Project Manager on the project. In addition to Mr. Haygood's excellent technical qualifications for this project, he has been a resident of Lafayette for over 15 years and has first-hand knowledge of the Downtown area, as well as the entire City, as a motorist, bicyclist, pedestrian and BART rider. Mr. Haygood joined TJKM after serving 10 years as the Traffic Engineer for the City of Redwood City. As a result of his extensive history in the public sector, Mr. Haygood is very familiar with and fully appreciates the nature of the Downtown Lafayette Specific Plan Program EIR project. During his tenure with Redwood City, Mr. Haygood supervised traffic studies for the *Downtown Precise Plan EIR*. He was actively involved in the planning and design of the traffic, parking and pedestrian circulation of the City's *Downtown Revitalization* projects, and co-developed

their *Traffic Calming Program*. Additionally, he managed traffic impact and parking studies for large-scale developments, Redwood City's first citywide traffic mitigation fee study, and the PS&E for traffic control devices and roadway improvements. Mr. Haygood has been Project Manager for numerous traffic operations and planning studies with TJKM.

Joy Bhattacharya, PE, PTOE, will serve as the Associate Project Manager and work closely with Mr. Haygood. Mr. Bhattacharya has served in the capacity of Project Manager for numerous traffic impact studies throughout his career. Since joining TJKM in 2006, he has specialized in traffic impact studies for commercial/retail developments and speed surveys for City agencies. Mr. Bhattacharya also leads TJKM's ITS team, is involved in TJKM's signal timing projects, and has in-depth experience in the development, design and implementation of ITS strategies in major metropolitan areas, including Adaptive/Responsive Traffic Signal Systems and Transit Priority Systems; preparation of Incident Management Plans; design of fully-automated Electronic Toll Collection systems; preparation of PS&E for field implementation of CCTV, Changeable Message Signs, Highway Advisory Radio, Ramp Metering and ATMS systems; and freeway and arterial operations using microsimulation. Mr. Bhattacharya is currently working on a traffic impact study in Lafayette, and he recently managed reviews of the *Moraga Center Specific Plan EIR* traffic impact analysis on behalf of the City.

Andrew Kluter, PE, Senior Transportation Engineer, has over 11 years of professional experience in a wide range of traffic engineering and planning services, including traffic impact studies, environmental impact analyses, parking studies, freeway operations, sight distance/access studies, trip generation calculations, circulation studies, collision analyses, and transportation planning/policy. He has contributed to several large-scale planning projects, including the *Mariposa Lakes Mixed-Use Development EIR* in Stockton; the *Fulcrum Development EIR* in West Sacramento; the *Capitol Grand Tower Development EIR* in Sacramento; and the *Corporate Commons Office/Residential Development* in Fairfield. Mr. Kluter is also experienced with parking analyses for local downtown areas, including the communities of Walnut Creek,

Healdsburg, Mill Valley, Oakland, Berkeley, Santa Rosa, Vacaville and several other Northern California jurisdictions. Mr. Kluter has played a key role on TJKM's current update of the *Downtown Vacaville Parking Study.* Recently, he also assisted with the *Moraga Center Specific Plan EIR* traffic impact analysis on behalf of the City of Lafayette.

Vishnu Gandluru, Transportation Engineer, has a background in civil and transportation engineering. His experience includes GPS-based travel time studies, intelligent transportation systems (ITS), O&D studies, travel demand modeling, signal timing and coordination, traffic impact studies, parking studies, engineering studies for residential neighborhoods, downtown areas and freeway ramps, freeway operations, traffic management plans and accident analysis. Mr. Gandluru's previous experience includes a number of Lafayette transportation studies.

Jeffrey Lacap, Assistant Transportation Engineer, has experience with traffic analysis and design, transportation systems, land development, transportation planning and forecasting. Prior to joining TJKM in 2007, Mr. Lacap served as a transportation engineering intern in Southern California where he assisted in analysis for traffic impact studies. He has participated in field activities for a variety of transportation projects.

C. *Environmental Collaborative*

Environmental Collaborative specializes in conducting biological assessments for a range of planning and environmental review projects. Established by James Martin in 1983, assessments performed by the firm include general vegetation and wildlife surveys, detailed surveys for special-status species, wetland delineations, and restoration plans for sites throughout northern California. Environmental Collaborative has conducted biological assessments for a wide variety of planning documents and development applications, from county General Plans and master plans for new communities, open space management plans and park master plans, to individual development plans for residential, commercial and industrial projects.

1. Relevant Projects

Napa Valley College Facility Master Plan and EIR for Napa County. Environmental Collaborative prepared the Biological and Wetland Resources section of the EIR for the Napa Valley campus. Environmental Collaborative performed detailed surveys for special-status species and conducted a wetland delineation for the entire 300-acre campus along the edge of the Napa River. Subsequently, Environmental Collaborative has worked with campus planning staff to review of specific projects and secure agency authorizations for projects affecting jurisdictional waters. This includes restoration of approximately 665 linear feet of a previously culverted creek across the campus, dredging of an existing detention pond, new building construction, and redesign of the campus vehicle circulation and parking improvements. Authorizations were required from the California Department of Fish and Game, U.S. Army Corps of Engineers, and the Regional Water Quality Control Board.

On-Going Consulting Services for the Port of Oakland, as a subconsultant to Baseline. For several years, Environmental Collaborative has provided biological and wetland consulting services to the Port of Oakland on numerous planning and remediation-related projects. These services have included confirming the extent of jurisdictional waters at the Oakland Airport, construction monitoring in sensitive coastal salt marsh and brackish water marsh known to support special-status species and conducting preconstruction surveys for sensitive resources.

Landfill Project EIR for West Contra Costa County. Environmental Collaborative recently completed work of an evaluation on the final phase of the West Contra Costa Sanitary Landfill reuse project which included an assessment of several miles of Bay Trail along the shoreline of San Pablo Bay. Several trail alignments were evaluated and considered the potential impacts of the proposed pedestrian/bicycle tail on known resources, such as wetlands, occurrences of salt marsh harvest mouse and California clapper rail, and potential nesting habitat for shorebirds. Studies conducted as part of the Regional Bay Trail effort, which included evaluating the potential impacts of

trail use on wildlife activity along the bay shoreline, were considered in evaluating alternative trail alignments.

2. References

a. Napa Valley College Facility Master Plan and EIR
Reference: Carollee Cattolica, Napa Community College District, (707) 259-6043.

b. On-Going Consulting Services for the Port of Oakland
Reference: Yane Nordhav, Baseline (Prime Consultant), (510) 420-8686.

c. West Contra Costa County Landfill Project EIR
Reference: Paul Scheidegger, Brown and Caldwell, (925) 937-9026.

3. Key Staff

James Martin, Principal, will serve as the Primary Biological Consultant on the Downtown Lafayette Specific Plan Program EIR project. Mr. Martin has nearly 30 years of experience as an environmental consultant, preparing biotic resource assessments and mitigation plans for proposed mixed-use, residential, industrial, commercial, and open space projects for projects in Alameda, Contra Costa, Kings, Lake, Marin, Mariposa, Mendocino, Merced, Napa, Nevada, among many others. He has been involved in the preparation of environmental documents for over 300 projects and in the development of mitigation plans, restoration plans, and natural resource management plans for aquatic, transitional and terrestrial habitats. He has also worked on open space plans and public access improvements plans for sites throughout the Bay Area, including segments of the Bay Trail and park planning projects in Albany, American Canyon, Belmont, Berkeley, Burlingame, Corte Madera and Napa, among others.

D. Knapp Architects

Specializing in historic architecture and urban redevelopment projects, Knapp Architects provides the full range of architectural services. Knapp Architects

is based in San Francisco and has practiced throughout the Bay Area and Northern California since its formation in 2006. In addition to preparing customary architectural documents, the firm performs historical research and analysis, provides planning services related to historic buildings and resources, and consults on entitlements and environmental review of projects involving historical resources. The firm has four full-time staff members in addition to Frederic Knapp and benefits from on-going collaboration by professionals experienced in architectural history, landscape history and architecture.

1. **Relevant Projects**

Alma College Assessment for the Midpeninsula Regional Open Space District. Knapp Architects is preparing a historical assessment of the Alma College site, part of the Bear Creek Redwoods Open Space Preserve, for the Midpeninsula Regional Open Space District. The site was previously used as a water-powered sawmill, an estate in two successive eras and a seminary before becoming a private school during a period of decay which ended in abandonment. The owner has hired the Knapp team to determine the historical significance of buildings and cultural landscapes and identify treatment options.

Downtown Historic Resources Inventory for the City of Martinez in collaboration with Kelley & VerPlanck Historical Resources Consulting. Knapp Architects conducted a survey, organized a community workshop, and prepared a historic context statement and draft inventory. These documents are to be used in the City's efforts to include historic resources in planning and consensus-building for the downtown.

Onizuka Air Force Station for the City of Sunnyvale. Knapp Architects served as the historic resources consultant, researching and evaluating whether or not the Onizuka Air Force Station was eligible for both the California Register and the Sunnyvale local register in order to plan for reuse of the site. Though Onizuka Air Force Station was not found to be eligible for the California State Register, future declassification of military information may change this determination. The Onizuka Air Force Base was found to

be eligible to the City of Sunnyvale's local historic register due its significant role in the community.

2. References

a. Alma College Assessment

Reference: Ana Montana Ruiz, Planning Director, Midpeninsula Regional Open Space District, (650) 691-1200.

b. Downtown Martinez Historic Resources Inventory

Reference: Kelley & VerPlanck Historical Resources Consulting, (415) 337-5824.

c. Onizuka Air Force Station

Reference: Steve Lynch, Senior Planner, City of Sunnyvale, (408) 730-2723.

3. Key Staff

Frederic Knapp, AIA, Founding Principal, will oversee all of the firm's work on the Downtown Lafayette Specific Plan Program EIR. Mr. Knapp has over two decades of experience in the fields of architecture and historic preservation and is a registered architect in both California and Arizona. He also meets the Secretary of the Interior's Professional Qualification Standards for Architecture and Historic Architecture. Mr. Knapp has experience in all phases of architectural practice, from pre-design and programming to post-occupancy and forensic investigation. In addition to preparing architectural documents for preservation projects conforming to the Secretary of the Interior's Standards for the Treatment of Historic Resources, he has prepared numerous feasibility studies, cultural resource analyses, Historic Structures Reports, National Register nominations, federal Historic Preservation Tax Credit applications, and NEPA, CEQA and local preservation ordinance evaluations. Mr. Knapp specializes in complex projects involving numerous interrelated structures and landscapes, including historic districts, military bases and university campuses. He has worked on more than two dozen projects with the University of California, Berkeley, the Presidio of San Francisco, Mare Island, Alameda Naval Air Station, the Presidio of Monterey, the

Naval Training Center in San Diego, Fort Baker, and Point Molate in Richmond.

Christopher Pollock, Senior Designer, will work closely with Mr. Knapp throughout the project and assist in the preparation of the cultural resources analysis for the EIR. With nearly 35 years of experience in interior design, project management and space planning, Mr. Pollock has authored two books on San Francisco's Golden Gate Park, *San Francisco's Golden Gate Park -A Thousand and Seventeen Acres of Stories* and *Golden Gate Park: San Francisco's Urban Oasis in Vintage Postcards.* He is currently writing a book about the Rustic Style. Mr. Pollock's recent experience also includes designing SenSpa in the Presidio of San Francisco, winner of a 2006 California Preservation Foundation award.

E. Illingworth & Rodkin

Founded in 1987, Illingworth & Rodkin (I&R) provides a complete range of consulting services in acoustics, vibration and air quality to governmental agencies, private sector clients and other environmental and design professionals. The firm has completed in excess of 3,800 projects in architectural acoustics, community noise and vibration, industrial noise and vibration control, and air quality studies. I&R provides its services directly to governmental agencies and private sector clients, and acts as a subconsultant to other environmental and design professionals. The firm has expertise in acoustics and air quality analysis and is experienced with both the State and Federal environmental regulatory processes.

1. Relevant Projects

Downtown Santa Rosa Specific Plan and EIR for the City of Santa Rosa, as a subconsultant to DC&E. I&R prepared the noise and air quality assessments for the Santa Rosa Station Area Specific Plan EIR. The noise study quantified existing conditions by conducting short- and long-term observed noise measurements at various locations to quantify ambient noise levels in the project vicinity, summarized regulatory criteria with CEQA checklist

questions forming the basis of the criteria, assessed noise impacts, and recommended mitigation measures where significant noise impacts were identified. The air quality assessment was prepared in accordance with the Bay Area Air Quality Management District CEQA Guidelines. The assessment was evaluated against appropriate Clean Air Plan, calculated using traffic data and emission factors from the California Air Resources Board, assessed construction impacts on the potential for health and nuisance impacts, and recommended mitigation measures by implementing transportation control measures to reduce diesel exhaust as well as construction activity.

Walnut Creek General Plan for the City of Walnut Creek, as a subconsultant to DC&E. I&R prepared noise and air quality analysis for the update of the Walnut Creek General Plan. The noise study included numerous noise measurements and traffic noise modeling to develop noise contours of existing and future noise in Walnut Creek. The air quality study evaluated land uses for compatibility with freeway air pollution, in addition to the air quality growth impacts. I&R also assisted the City with development of noise and air quality policies that were incorporated into the General Plan update.

Downtown Berkeley Specific Plan for the City of Berkeley, as a subconsultant to Lamphier-Gregory. I&R prepared the noise and air quality studies for the recent Downtown Berkeley Specific Plan that will allow higher intensity downtown growth in Berkeley. The plan is designed to accommodate higher alternative modes of transportation, while serving the future growth of the City and University of California.

2. References

a. Downtown Santa Rosa Specific Plan and EIR

Reference: Wayne Goldberg, Director of Advance Planning and Public Policy, City of Santa Rosa, (707) 543-3220.

b. Walnut Creek General Plan

Reference: Victoria Walker, Planning Manager, City of Walnut Creek, (925) 943-5829.

c. Downtown Berkeley Specific Plan
Reference: John Courtney, Lamphier-Gregory (Prime Consultant), (510) 535-6690.

3. Key Staff

Richard B. Rodkin, PE, will be responsible for overseeing I&R's work on the Downtown Lafayette Specific Plan Program EIR. Since 1973, Mr. Rodkin has worked continuously in the many aspects of acoustics related to the design of new buildings, the environment and industry. Mr. Rodkin's experience with transportation noise and vibration studies has included freeways, light rail and heavy rail trains, and local roadway improvements. He has also prepared environmental noise studies for a wide range of industrial, commercial, residential, institutional and transportation projects.

James A. Reyff, Meteorologist, will serve as the Project Manager for all of the firm'sair quality work and as the primary contact on behalf of I&R throughout the Downtown Lafayette Specific Plan Program EIR. Mr. Reyff's expertise includes meteorology, air quality emissions estimation, transportation/land use air quality studies, air quality field studies, and environmental noise studies. Mr. Reyff is familiar with federal, State and local air quality and noise regulations and has developed effective working relationships with many regulatory agencies.

Michael S. Thill, Senior Consultant, will serve as I&R's Project Manager for the noise assessment portion of the project. With over a decade of professional experience, Mr. Thill's expertise lies in conducting field research, analyzing data and noise modeling. He has conducted numerous field surveys in a variety of noise environments and has authored technical noise reports for residential projects, mixed-use projects, commercial projects, transportation projects, educational facilities, redevelopment projects, and office and industrial developments. Mr. Thill is proficient with use of FHWA's traffic noise prediction model (TNM), and is familiar with the procedures for preparing

highway noise impact studies presented in Caltran's *Traffic Noise Analysis Protocol* and the *Technical Noise Supplement* (TENS).

F. Seifel Consulting

Seifel Consulting (Seifel) is an economic consulting firm providing strategic real estate and urban economic advisory services. Seifel specializes in helping clients resolve complex urban growth issues, maximize the value of real estate assets and achieve fiscal goals. Over the past two decades, Seifel's insightful analysis has guided public and private sector clients through the planning, funding and development of high quality residential, commercial and industrial real estate. The firm's targeted strategies have helped enhance economic growth and fiscal health in local communities – revitalizing downtowns, former military bases, brownfield sites and urban waterfronts. Seifel has fostered the creation of thriving communities, transit-oriented developments and over 100 successful redevelopment projects.

Seifel is a woman-owned certified small business with the State of California and the Women's Business Enterprise National Council. Since its founding in 1990, the firm has completed over 500 projects, listening closely to clients' needs, responding diligently and cost effectively. Seifel is dedicated to maintaining long-term relationships with clients, and the majority of the firm's work is repeat business.

Seifel provides research, analysis, financial projections, written documentation, project management and consultation in four integrated practice areas:

- **Real Estate.** Lead clients through the planning, funding and development of high quality real estate.
- **Economics.** Evaluate local economies and recommend strategies to enhance economic growth and fiscal health.
- **Redevelopment.** Guide the creation and implementation of successful redevelopment projects.

- **Housing.** Analyze residential markets, facilitate development and design programs that enhance and diversify a community's housing supply.

1. **Relevant Projects**

Lafayette Impact Fee Programs for the City of Lafayette. Seifel worked with the City to update the Parkland Dedication In-Lieu Fee and to create a new Park Facilities Impact Fee, in accordance with the Quimby Act and the Mitigation Fee Act (AB 1600). The two fees will help Lafayette meet the City's growing need for parks and park facilities from new residential development. Seifel worked closely with the Parks, Recreation and Trails Commission to determine the types of park facilities to be provided within the City's different types of parks. Layering on demographic information and recent facilities costs, Seifel conducted a nexus study that established the relationship between the cost of the park facilities and the new Park Facilities Fee. The updated Parkland Dedication Fee and the new Park Facilities Fee included an annual adjustment factor so that the City would be able to update the fees annually and keep pace with the cost of construction and land acquisition. Finally, Seifel also worked closely with Lafayette's legal counsel to develop the implementing resolutions and ordinances for the two fees. The park fees were adopted unanimously by the City Council and in effect as of September 2008. In addition, Seifel Consulting prepared updates to the City's Walkways and Drainage Impact fees, which were adopted unanimously by the City Council in the spring of 2009.

Richmond Ford Peninsula Economic Analysis for the City of Richmond Redevelopment Agency. Seifel prepared an economic analysis of potential new development in the Richmond Ford Peninsula. Seifel projected a full buildout scenario for the area by examining existing land use designations per the General Plan and Knox-Cutting Specific Plan and projected buildout over a 10-year period. Based on this buildout scenario, Seifel projected potential revenues to the City and Redevelopment Agency over the next 20 years, through the time limit for tax increment receipt in the 11-A Harbour Plan. Seifel also estimated the number of permanent jobs to be generated.

North Livermore Economic and Fiscal Advisory Services for the City of Livermore. Seifel advised the City of Livermore and the County of Alameda in preparing the Specific Plan for North Livermore. Seifel advised on the fiscal and financing, open space and the affordable housing components of the North Livermore Specific Plan. Seifel prepared economic and fiscal analyses of various components to assist the City, County and developers in refining the plans. On the fiscal component, Seifel conducted a due diligence analysis on the Fiscal Impact Analysis and Public Facilities Financing Program prepared by David Taussig Associates (DTA). Seifel prepared a fiscal model that independently analyzed the fiscal impacts. Seifel used this model to evaluate DTA's analysis of the fiscal impacts on the County and City under three alternative jurisdictional models. Seifel also evaluated alternative financing approaches and recommended the best mechanisms to pay for public facilities. Seifel reviewed projections to determine how and where cost savings could be achieved and recommended optimal approaches to the analysis.

Chico Meriam Park Project Analysis for New Urban Builders. Meriam Park is a proposed 260-acre mixed-use development, of which 50 acres are located within a redevelopment project area. Fully built out, the development program consists of 1,158 new single-family and multi-family housing units, 476,000 square feet of office space and 168,000 square feet of retail space. Seifel analyzed the potential fiscal revenue and economic impacts of the proposed development program at buildout. Fiscal revenues were projected for the City of Chico General Fund. Seifel projected the potential economic benefits to the City, resulting from new construction related jobs, wages and economic activity. Seifel also prepared detailed tax increment projections including forecasts of pass-through payments to the affected taxing entities, including the City.

2. References

a. Lafayette Impact Fee Programs

Reference: Niroop Srivatsa, Planning & Building Services Manager, City of Lafayette, (925) 299-3206.

b. Richmond Ford Peninsula Economic Analysis
Reference: Steven Duran, Executive Director, Richmond Redevelopment Agency, (510) 231-3066.

c. North Livermore Economic and Fiscal Advisory Services
Reference: Marc Roberts, Community Development Director, City of Livermore, (925) 960-4405.

d. Chico Meriam Park Project Analysis
Reference: Thomas DiGiovanni, New Urban Builders (Prime Consultant), (530) 893-8400.

3. Key Staff

Elizabeth (Libby) Seifel, AICP, President, will oversee all of the firm's work throughout the Downtown Lafayette project. Ms. Seifel has specialized in real estate economics and planning for property development and urban revitalization efforts for more than 25 years. Since founding the firm in 1990, she has managed more than 500 consulting assignments. Ms. Seifel has advised private developers, investors and governments in the western and southern United States on projects ranging in size from small infill housing developments to large master planned communities such as *San Francisco's Mission Bay.* She has consulted on more than 100 redevelopment project areas in California and guided the development of thousands of market-rate and affordable housing units. She has also performed economic and fiscal impact analyses and recommended public financing strategies for numerous revitalization efforts. She has also served as an expert witness on cases involving redevelopment, public finance, housing, and real estate.

Jackie Tsou, Senior Consultant, will serve as Seifel's Project Manager on the project. Ms. Tsou is an experienced planner with a background in community development, economic development, land use planning and affordable housing. Since joining Seifel, she has managed redevelopment, affordable housing and economic analysis projects for clients throughout California. Ms. Tsou has advised and conducted impact fee nexus studies for multiple Bay

Area cities. Her experience includes updating existing impact fee programs, performing nexus studies, and advising local agencies on implementing resolutions and ordinances. Ms. Tsou has also advised on numerous redevelopment projects throughout the State, providing technical and strategic analyses to clients throughout the redevelopment process. Her redevelopment experience includes agency administration, tax increment modeling and projections, fiscal consultant reports, redevelopment feasibility studies, implementation plan adoptions, midterm reviews, and redevelopment plan adoptions and plan amendments.

3 WORK SCOPE

This chapter describes the work program the DC&E team proposes to fo- complete the Downtown Lafayette Specific Plan Program EIR. We have prepared this work program in detail so that the City may understand our approach to the project.

A summary of our scope of work is shown in Table 1. For information about our proposed budget, please refer to the Cost Estimate, which is included in Chapter 5.

Task A. Project Initiation

1. Start-Up Meeting

DC&E will hold a start-up meeting with City staff to begin work and to share ideas and concerns regarding the EIR process. This meeting will allow us to gather available data, review information needs and discuss expectations for the process.

2. Site Visit

In this task, DC&E team members will visit and photograph the Specific Plan Area and its surroundings to identify existing conditions.

3. Base Map Preparation

DC&E will prepare a report-sized base map for use in the EIR, based on existing source maps prepared for the Downtown Lafayette Specific Plan. The map will serve as the base drawing on which graphic information will be presented in the EIR.

4. Project Description

DC&E will draft a project description for the project, using design, map and text information provided by the City. The draft project description will include project objectives to be used in analyzing and evaluating project alternatives for the EIR. It will also include the projected buildout numbers (housing units, commercial area and resident and employee populations). To facilitate the impact analysis described below, the project description,

TABLE 1 **WORK PROGRAM SUMMARY**

Task A: Project Initiation	
1. Start-Up Meeting	4. Project Description
2. Site Visit	5. Additional Data Gathering and Review
3. Base Map Preparation	
Task B: Environmental Review	
1. Aesthetics and Visual Impacts	9. Noise
2. Air Quality	10. Population and Housing
3. Greenhouse Gas Emissions	11. Public Services, Utilities and Service Systems
4. Cultural and Historic Resources	12. Recreation
5. Geologic Conditions	13. Transportation and Traffic
6. Hazards and Hazardous Conditions	14. Other Issues
7. Hydrology, Drainage and Water Quality	15. Economic and Fiscal Analysis of Plan Implementation *(Optional Task)*
8. Land Use and Planning	
Task C: Alternatives Evaluation	
Task D: Administrative Draft EIR	
Task E: Screencheck Draft EIR	
Task F: Draft EIR	
Task G: Public Review	
Task H: Administrative Final EIR	
1. Responses to Comments	3. Draft Mitigation Monitoring Program
2. Administrative Final EIR Preparation	
Task I: Final EIR	
1. Final EIR	2. Final Hearings

including the objectives, will be submitted for review to the City to ensure that it meets the expectations of staff, the Planning Commission and City Council.

5. Additional Data Gathering and Review

DC&E will review data sources and documents associated with the planning area, including all relevant City plans and regulations, previous studies listed in the RFP, any pertinent EIRs on projects in the area and the General Plan EIR.

Task B. Environmental Review

The DC&E team will draw on the findings of the City's Initial Study, public comment at the scoping session, and responses to the Notice of Preparation in order to:

- Assess existing environmental conditions on and around the project area;
- Write standards of significance for the evaluation of impacts;
- Assess impacts that would result from the proposed project; and
- Develop measures necessary to mitigate or limit identified impacts.

In keeping with the requirements of CEQA, and based on the RFP, it is anticipated that the following impact categories will be analyzed in the EIR:

1. Aesthetics and Visual Impacts

DC&E will use its expertise in site planning and urban design to complete a visual analysis of the proposed project, focusing on the potential impacts associated with the redevelopment potential within the eight districts. We will use photographs to document the visual and design quality of the project area and its vicinity, focusing on aesthetic qualities that could be impacted by the project, such as views of and across Downtown Lafayette and changes to the streetscape in the Downtown area. We will also analyze potential glare impacts from exterior lighting.

Based on the analysis described above, DC&E will develop proposed mitigation measures to address identified visual impacts.

2. Air Quality

Primary air quality issues associated with this project would be long-term impacts to regional air quality from traffic generated by buildout of the Specific Plan and temporary emissions of dust and diesel exhaust from construction. The proximity of the Specific Plan Area to State Route 24 may affect air quality planning in portions of the Plan Area.

Illingworth & Rodkin (I&R) will describe existing air quality conditions based on air quality monitoring data for the area published by the Bay Area Air Quality Management (BAAQMD), meteorological conditions that affect air quality in the area, the relevant regulatory environment and planning efforts to attain and maintain air quality standards. Both criteria air pollutants and toxic air contaminants that are relative to the Specific Plan will be described along with efforts to reduce future emissions.

I&R will then assess potential air quality impacts from the proposed project in accordance with BAAQMD CEQA Guidelines. Air pollutant emissions associated with Plan buildout will be calculated using traffic data and the latest emission factors available from the California Air Resources Board (e.g. URBEMIS2007). Changes in daily emission rates for the Plan Area will be calculated and the differences with the future no-build case will be compared with significance thresholds (e.g. thresholds published by the BAAQMD).

I&R will assess potential changes to carbon monoxide concentrations based on traffic generation data provided by TJKM. Roadside carbon monoxide concentrations will be predicted using screening methods acceptable to BAAQMD. These methods are based on the State's EMFAC2007 emission factor model and the Caline4 Line-Source Dispersion Model. The significance of the results will be based on a comparison with ambient air quality standards.

The California Air Resources Board has published recommended buffers for sensitive receptors and common sources of air pollution. The Specific Plan would be reviewed to identify any planned sensitive receptors that might be developed where unhealthy air pollutant concentrations may exist, using recommended buffers as screening guidance (i.e. 500 feet). Prescribed buffers would be identified based on the health risks associated with exposure to air pollutants from freeway truck traffic. This task of the air quality study would include some refinement of buffers through diesel particulate matter modeling using screening meteorological conditions along State Route 24. The health risk associated with exposure to diesel particulate matter at the modeled concentrations would be assessed in accordance with BAAQMD CEQA Guidelines and District Health Risk Policy. The recommended buffers would be adjusted to reflect areas where significant health risks may occur.

I&R will qualitatively analyze potential construction impacts based on the potential for health and nuisance impacts and incorporation of the BAAQMD standard mitigation measures for construction-related impacts.

A discussion of the consistency of the proposed land uses with General Plan and Clean Air Plan assumptions would be included in the analysis. This discussion would be based on future population projections for each development scenario and current projections. The discussion would be based on land use, population and vehicle travel projections. Additionally, a discussion would be included that describes how the Plan would incorporate features that are consistent with Transportation Control Measures (TCMs) identified by BAAQMD.

Based on the above analysis, I&R will develop reasonable and feasible mitigation measures with the goal of reducing any significant air quality impacts. These measures would likely be orientated to reducing emissions from motor vehicles through trip reduction and congestion management plans (e.g. implementation of applicable transportation control measures). A list of reasonable and feasible dust control measures will be developed to reduce construction air quality impacts.

3. Greenhouse Gas Emissions

DC&E and I&R will complete a greenhouse gas analysis for the project. DC&E will summarize statewide planning efforts relative to climate change and the generation of greenhouse gas emissions, including Assembly Bill 32, Executive Order S-01-07, AB 375, and the draft CEQA Guidelines issued by OPR. I&R will estimate emissions that may result from buildout of the Plan. The URBEMIS2007 model runs developed for the air quality task will be utilized to predict annual emissions of greenhouse gases associated with the Plan. These would include calculating emissions for various alternatives and reporting the difference between the Plan emissions and emissions from the existing approved land uses. In addition to emissions reported from URBEMIS2007, emissions from energy usage would be calculated given the prediction of electricity demand at full buildout. Emission factors developed by the California Energy Commission and EPA for electric usage would be applied to the different land uses proposed in the Specific Plan.

Project features that would result in lower greenhouse gas emissions will be described and included in the predictions. Net and per capita results will be provided. Mitigation measures incorporated into the project and others that could be included will be identified based on suggestions from the Climate Action Team/CARB and the California Attorney General's Office.

4. Cultural and Historic Resources

DC&E will incorporate the findings from the Cultural Resources section of the General Plan EIR into the Specific Plan Program EIR to ensure proper treatment of human remains or artifacts in the event of discovery upon implementation of projects under the Plan. DC&E will conduct the required consultation with Native American representatives through the Native American Heritage Commission.

Knapp Architects will review background information, design and conduct an abbreviated windshield survey and compile the results of the survey. Knapp Architects will also evaluate properties, observe and conduct research on those properties which appear potentially significant. This proposal assumes

they will complete California Department of Parks and Recreation (DPR) 523 A and B form for 5 to 10 properties, but not a historic district. Knapp Architects will then evaluate whether properties are eligible to the California Register of Historic Resources only. They will then evaluate the impact the proposed Plan would have on the landmarks already designated and on those found to be eligible to the California Register.

5. Geologic Conditions

DC&E will review and summarize available reports pertaining to the geology and soils within the Plan Area, focusing on information from the General Plan EIR. DC&E will develop proposed mitigation measures describing how future development within the Plan Area will address geologic and soil conditions.

6. Hazards and Hazardous Conditions

DC&E will review and summarize available reports about potential contamination within the Plan Area, including information from the General Plan EIR. Based on this information, DC&E will describe known hazards and contaminants within the Specific Plan Area and will then develop mitigation measures to ensure that any known or potential hazards are addressed when these sites are redeveloped.

7. Hydrology, Drainage and Water Quality

The Contra Costa County Flood Control and Water Conservation District (CCCFCWCD), which serves the Specific Plan Area, provides flood risk reduction planning, reviews land development plans and provides hydrology information. DC&E will consult with the CCCFCWCD to obtain information on flood hazards and storm drain infrastructure, as well as incorporate mitigation language addressing stormwater retention and treatment requirements for new development.

8. Land Use and Planning

DC&E will review the Specific Plan's compliance with the General Plan, zoning and other policy documents for the study area. As part of this effort, we

will include summaries of relevant sections of the Lafayette General Plan and assess potential changes in the housing stock within the study area. Wherever feasible, DC&E will develop proposed mitigation measures to address any potential land use impacts, including suggested policy language to offset potential impacts.

9. Noise

Traffic noise is an issue throughout the downtown Lafayette area. Without appropriate mitigation, the Plan has the potential to expose new or existing residential uses, or other noise-sensitive uses, to excessive noise levels. Buildout of the Plan has the potential to increase vehicular traffic noise in the surrounding areas. Additionally, construction activities would likely occur over several years and would require different levels of mitigation. For example, if required, pile driving activities may cause problematic noise and vibration impacts that may require innovative methods to mitigate.

I&R will visit the Plan Area to identify sources of noise, noise-sensitive receivers and conduct noise measurements. Both 24-hour and short-term measurements will be conducted. Additional noise measurements will be conducted along the streets bordering the plan area. Applicable noise regulations and policies will be identified. I&R will then predict future noise levels based on results of noise measurements and traffic projections. Future noise projections will be used to evaluate the potential increases in traffic noise that would result from the proposed project and to assess noise exposures in the area for the proposed land uses with respect to the guidelines set forth in the Noise Element of the City's General Plan.

I&R will describe potential noise levels from construction activity. Where possible, quantifiable predictions of noise levels will be made for noise-sensitive land uses, including businesses that may be exposed to high levels (e.g. pile driving noise). Vibration impacts will be described where pile driving is proposed in close proximity to existing structures.

Based on the above analysis, I&R will develop feasible mitigation measures to reduce noise and possible vibration impacts identified as a result of the Plan.

10. Population and Housing

DC&E will review the employment generating components and proposed housing totals of the Downtown Lafayette Specific Plan and project the number of employees and residents resulting from project buildout. Based on this, we will assess potential impacts on population and housing, including growth-inducing impacts and impacts on the city's jobs/housing balance. We will also evaluate the Specific Plan's compliance with ABAG's RHNA projections for Lafayette.

11. Public Services, Utilities and Service Systems

DC&E will review existing documents prepared by CCCFCWCD regarding stormwater and wastewater.

DC&E will contact utility and service providers that serve the site, including EBMUD, Central Contra Costa Sanitation District, Lafayette Police, Contra Costa Fire Protection District, Lafayette School District and the Acalanes Union High School District. DC&E will document existing service methods, available capacity in each system and any impacts that would result from buildout of the proposed Plan. Potential impacts to other public services, such as parks and public transit, will be summarized briefly but discussed in more depth in the chapters devoted to them, as discussed in Sections 12 and 13 below.

Based on available documents and information gathered directly from service providers, DC&E will outline the improvements needed to serve the study area and their potential costs.

12. Recreation

DC&E will summarize the location and types of existing active and passive recreational facilities that would serve residents of the project area. We will then determine any potential impacts on recreational demand based on pro-

jected population numbers from implementation of the proposed project, and recommend any needed mitigation measures, potentially including the construction of new parkland within or serving the study area.

13. Transportation and Traffic

TJKM will assess the impacts of the Specific Plan on the surrounding transportation system and identify appropriate measures to mitigate impacts, emphasizing mitigation measures that reduce motor vehicle use and facilitate alternative travel modes, in addition to improvements that add traffic flow capacity. The Transportation and Circulation analysis will incorporate work prepared by Fehr & Peers for the Specific Plan.

A preliminary list of study intersections to be analyzed in detail is proposed as follows:

1. Mt. Diablo Boulevard/Acalanes Road/State Route 24 Eastbound Ramps
2. Mt. Diablo Boulevard/Risa Road – Village Center
3. Mt. Diablo Boulevard /Dolores Drive – Mountain View Drive
4. Mt. Diablo Boulevard /Happy Valley Road
5. Mt. Diablo Boulevard/Dewing Avenue
6. Mt. Diablo Boulevard/Lafayette Circle (West)
7. Mt. Diablo Boulevard/Oak Hill Road – Lafayette Circle (East)
8. Mt. Diablo Boulevard/Moraga Road
9. Mt. Diablo Boulevard/First Street
10. Mt. Diablo Boulevard/Second Street
11. Mt. Diablo Boulevard/Brown Avenue – Almanor Lane
12. Mt. Diablo Boulevard/Carol Lane
13. Mt. Diablo Boulevard/Lafayette Park Hotel
14. Mt. Diablo Boulevard/Pleasant Hill Road/SR 24 Eastbound On-ramp
15. Pleasant Hill Road/State Route 24 Eastbound Off-ramp – Old Tunnel Road
16. Moraga Road/Moraga Boulevard
17. Moraga Road/Brook Street
18. Moraga Road/School Street
19. Moraga Road/Street Mary's Road

20. Oak Hill Road/ State Route 24 Eastbound Off-ramp
21. Deer Hill Road/Happy Valley Road
22. Deer Hill Road/Oak Hill Road
23. Deer Hill Road/ State Route 24 Westbound Ramps – Laurel Drive
24. Deer Hill Road/First Street – Sierra Vista Way

TJKM will conduct all new turning movement counts at all 24 of the study intersections during the AM and PM peak hours.

Optional Reduced Scope Traffic Counts
Previous background studies for the Downtown Specific Plan included turning movement counts at 17 of the proposed study intersections, which were conducted in September 2007. As an alternative to conducting new turning movement counts at all 24 study intersections, TJKM could conduct new counts at only the seven additional proposed study intersections (#1, #15, and #20 to #24 listed above), plus three of the 17 locations counted in September 2007 to be determined in consultation with City staff. The new counts would be compared to the September 2007 data to determine whether traffic volumes have changed significantly, and if necessary, volume adjustments or additional new counts would be conducted as appropriate.

The following three transportation analysis scenarios are proposed:

1. Existing Conditions
2. Cumulative (Existing plus approved/planned development plus Lafayette General Plan growth)
3. Cumulative With Project (Cumulative with General Plan growth amended per the Downtown Specific Plan)

TJKM will conduct the traffic analyses through the following tasks:

- Analyze level of service at 24 study intersections using both the CCTA and HCM 2000 LOS methods.

- Estimate project trip generation based on ITE trip rates for the proposed land uses and methodologies to account for internal trip capture based on mixed-use interactions, as well as vehicle trip reductions based on the transit service, pedestrian/bike amenities, as proposed in the Specific Plan.
- Distribute project trips to the roadway network based on the directional percentages used in previous background studies for the Downtown Specific Plan.
- Evaluate Downtown Specific Plan Area access and circulation, including impacts on pedestrian and bicycle facilities and safety and on transit service.
- Evaluate parking impacts based on review of previous background studies for the Downtown Specific Plan.
- Develop appropriate measures to mitigate impacts.
- TJKM senior staff attendance at up to three meetings (assumes up to eight hours).

14. Other Issues

CEQA permits the exclusion of environmental issues for which it can be seen with certainty that the project would have no significant negative impact. In the case of the Downtown Lafayette Specific Plan Program EIR, issues such as agricultural and mineral resources would be dealt with in a summary fashion in the Draft EIR.

15. Economic and Fiscal Analysis of Plan Implementation *(Optional Task)*

As an optional task, Seifel would prepare an independent economic and fiscal impact analysis of three alternative buildout scenarios of the Downtown Specific Plan, generally described as:

1. EIR "No Project" Alternative (existing General Plan)
2. EIR Project (revised Specific Plan)
3. EIR Project Alternative (WRT higher density Specific Plan)

This analysis will help the City compare the economic and fiscal effects of these alternative land use options. Seifel understands that the economic and fiscal impact analysis is an optional task, and the work program and budget for this task will be defined once a contract has been initiated.

Seifel proposes the following key steps in this analysis:

- Meet with City staff to agree upon the proposed work program and describe the three alternative buildout scenarios in enough detail to perform the economic and fiscal analysis.
- Estimate economic impacts, including the number of construction and permanent jobs and related revenue generation at buildout.
- Project the total potential fiscal revenues to the City from key sources–property taxes (including redevelopment tax increment), sales taxes and development impact fees from each alternative.
- Summarize the capital improvement and maintenance costs needed to accomplish the Specific Plan and evaluate how these costs could differ among alternatives. (Based on our initial understanding of the work program, the City does not need a comparative analysis of City service costs, such as police, fire, public works, and other administrative services.)
- Compare the potential economic impacts, fiscal revenues and municipal costs of the three alternatives.
- Present these findings to the City Council and Citizen Advisory Committee at study session(s) and other meetings as agreed upon at project initiation.

In order to perform this analysis, Seifel will review and build upon the prior economic and financial analyses performed by the WRT team for the *Specific Plan* and Seifel's prior work on *Lafayette's Impact Fee Program*. They will supplement this baseline information through interviews with City staff, a review of key budgetary and financial information on the City and its Redevelopment Agency, and prior studies done for the City of Lafayette documenting its economic and fiscal conditions.

Seifel will prepare a memorandum of findings and supporting presentation materials for presentation to City staff others as directed.

Budget: As the extent of the analysis is not yet known, a precise budget cannot be determined, but we estimate the work effort outlined above to cost between $20,000 to $30,000 depending on the extent of the analysis, the type of work performed and the number of meetings attended.

Task C. Alternatives Evaluation

DC&E will prepare an evaluation of alternatives to the project for inclusion in the Draft EIR. As part of this scope DC&E will complete analysis of up to two alternatives in addition to the CEQA required No Project Alternative. Preliminarily, we suggest the following range of alternatives:

- The **No Project Alternative**, as required by CEQA, which would review development under the existing General Plan.
- A **Less Intense Alternative**, which would include reduced height limits throughout the planning area.
- A **Higher Density Alternative** which would include increased height limits and housing densities over that of the proposed plan.

DC&E will refine the alternative descriptions to include project buildout numbers for housing units, commercial areas, and resident and employee populations for each of the alternatives.

Task D. Administrative Draft EIR

Using the results of the previous tasks, DC&E will prepare an Administrative Draft Environmental Impact Report (ADEIR) for the proposed project. The ADEIR will include graphics and tables prepared during the previous tasks, as well as supplemental graphics and tables as required. Per the MTC Planning

Grant stipulations, and to meet the aggressive schedule, the ADEIR will be a "50 percent" document that will include the following key elements:

- **Executive Summary.** DC&E will create a summary in a form consistent with CEQA Guidelines Section 15123. This summary will facilitate a quick understanding of environmental issues and the actions required to mitigate potential impacts. It will include a summary table of impacts, mitigation measures, and levels of significance before and after mitigation.
- **Project Description.** DC&E will use the project description developed in Task A to clearly and succinctly describe the project.
- **Settings, Impacts and Mitigation Measures.** The existing setting information, impacts, and mitigation measures developed in Task B will be combined to create chapters describing environmental consequences for each CEQA-required topic.
- **Alternatives.** The alternatives evaluation completed in Task C will be compiled for the EIR. This section will include a tabular comparison of the alternatives' impacts.
- **Assessment Conclusions.** DC&E will prepare assessment conclusions to meet CEQA Guidelines for the following mandatory findings:
  - Cumulative Impacts
  - Growth Inducement
  - Unavoidable Significant Effects
  - Significant Irreversible Changes
  - Impacts Found Not to be Significant
- **Scoping Session Summary.** DC&E will prepare an explanation of how the issues raised at the public scoping session are addressed in the Draft EIR.
- **References.** A list of references, including agencies and persons contacted and literature reviewed, will be included.
- **Report Preparers.** Contributors to the report will be acknowledged.

Our scope of work includes hours to prepare a Mitigation Monitoring Program and draft Findings of Fact, to be provided in Tasks H and I.

Five copies of the ADEIR, one CD and one PDF file will be submitted to City staff for review by City departments. At the end of the City's review, DC&E will meet with reviewers to discuss comments on the Administrative Draft.

Task E. Screencheck Draft EIR

DC&E will incorporate City comments on the Administrative Draft EIR and produce a "screencheck" draft for review prior to publication. This version will be considered the 100 percent document. DC&E will provide the City planning staff with five copies of the Screencheck Draft EIR, one CD and one PDF file.

Task F. Draft EIR

After completing any needed changes to the Screencheck Draft EIR, DC&E will print 25 copies of the Draft EIR, 100 CDs and 15 copies of the summarized version for distribution to the State Clearinghouse. We will also submit a PDF file, and a web-ready version. DC&E assumes that we will be responsible for distribution of the Notice of Completion and copies of the DEIR to the State, and that the City will be responsible for regional and local circulation of the document.

Task G. Public Review

During the CEQA-required 45-day public review period, Steve Noack will attend up to two public hearings on the Draft EIR before the Planning Commission, and will be available to present the EIR findings, answer questions and note comments.

Task H. Administrative Final EIR

Following public review of the Draft EIR, DC&E will prepare an Administrative Final EIR for review and comment by City staff.

1. Responses to Comments

The DC&E team will formulate responses to substantive comments on the Draft EIR, including review period comments received from the public, Planning Commission, City staff and other interested agencies. City staff will be responsible for collecting all EIR comments, which will be passed on to DC&E at the close of the comment period.

2. Administrative Final EIR Preparation

DC&E will compile the responses to comments and any necessary changes to the Draft EIR to create an integrated Administrative Final EIR. The Administrative Final EIR will consist of the Draft EIR with changes shown and copies of comments with responses following each letter or transcript. DC&E will provide the City with five copies, one CD and one PDF file of the Administrative Final EIR for review.

City planning staff will act as a clearinghouse for departmental comments and will provide DC&E with one set of comments on the Administrative Final EIR. At the end of the City's review, DC&E will meet with reviewers to discuss comments on the Administrative Final EIR and the draft Mitigation Monitoring Program.

3. Draft Mitigation Monitoring Program

DC&E will prepare a Mitigation Monitoring Program in compliance with AB 3180. This program, shown in a tabular form, will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency. DC&E will submit a draft Mitigation Monitoring Program along with the Administrative Final EIR for staff review.

Task I. Final EIR

1. Final EIR

Once any changes are made to reflect City comments, DC&E will 25 copies, 100 CDs of the Final EIR for City distribution, in addition to one PDF file and a web-ready version.

2. Final Hearings

Steve Noack of DC&E will attend up to four hearings on the Final EIR before the Planning Commission and City Council to answer questions regarding the environmental documents and explain the proposed findings to decision-makers.

4 SCHEDULE, PRODUCTS AND MEETINGS

A. Schedule

DC&E's proposed schedule for completion of the Downtown Lafayette Specific Plan Program EIR is shown in Table 2 below. Based on the Scope of Work outlined in Chapter 3 and the timeline included in the City's RFP, all tasks will be completed within 26 weeks of contract approval.

All personnel assigned to the project would be available to begin work by August 11, 2009.

TABLE 2 **SCHEDULE**

Notice to Proceed	August 11
Project Initiation Meeting	August 14
50% ADEIR to City	September 14
City Returns Comments to DC&E	October 1
Screencheck DEIR to City	October 15
City Returns Comments on Screencheck DEIR	October 22
Publish DEIR	October 26
Planning Commission Hearing	December 3
Admin Draft FEIR to City	January 8, 2010
City Provides Comments on ADFEIR	January 15
Publish FEIR	January 19
Planning Commission Hearing	February 4
City Council Hearing	March 8

B. Products

As described in the proposed scope of work in Chapter 3, DC&E would deliver the following products to the City:

- 5 copies of the ADEIR, one CD and one PDF file.
- 5 copies of the Screencheck Draft EIR, one CD and one PDF file.
- 25 copies of the Draft EIR, 100 CDs and one PDF file.

- 15 copies of the summarized version for distribution to the State Clearinghouse.
- Distribution of the Notice of Completion and copies of the DEIR to the State.
- 5 copies, one CD and one PDF file of the Administrative Final EIR for review.
- 25 copies of the Final EIR for City distribution, in addition to one 100 CDs and PDF file, and a web-ready version.

C. *Meetings*

DC&E anticipates a total of six, two-hour meetings with staff, including:

- Project Kick-Off Meeting – Task A.
- Review of staff comments on ADEIR – Task D.
- Discussion of public comments and appropriate responses – Task G.
- Review of staff comments on AFEIR and Draft Mitigation Monitoring Program – Task H.

In addition, Steve Noack will attend up to six two-hour meetings of the Planning Commission and City Council.

5 COST ESTIMATE

As shown in Table 3, the estimated total cost to complete the scope of work described in this proposal would be $208,573. DC&E will complete this scope of work for a fixed fee not to exceed this amount. The cost estimate includes an estimated number of reports as noted in this proposal. The estimate is based on a comprehensive scope to ensure the defensibility of the environmental review document. We are flexible regarding project costs and hope that you will not eliminate us from consideration on the basis of cost alone.

A. Cost Guarantee

DC&E guarantees that it will complete a contracted scope of work for the contracted cost. Any in-contract cost overruns are absorbed by the firm and are not passed on to the client.

B. Assumptions

This scope of work and cost estimate assumes that:

- Billing rates for this project are guaranteed through July 2010. Billing rates would be subject to an increase of up to 6 percent on August 1, 2010, and in each subsequent year thereafter.
- Our cost estimate includes the meetings shown in Chapter 4. Additional meetings would be billed on a time and materials basis. Subconsultant team members could also attend additional meetings or hearings for an additional cost based on time and materials.
- No more than 60 hours of DC&E staff time will be required to respond to comments on the Draft EIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- City of Lafayette staff will act as a clearinghouse for comments on all administrative draft documents, and will provide DC&E with a single, internally reconciled set of comments on each administrative draft.

- There will be a single round of intensive review and revision to each administrative draft product prior to the screencheck draft. If the City of Lafayette staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.
- After creating the initial base map, DC&E will provide a copy to the City of Lafayette for review and approval prior to use for subsequent mapping work. At the conclusion of the project, DC&E will provide a CD the City containing all original GIS data as well as project-specific data layers modified or created by DC&E along with pertinent metadata documentation.
- All products will be submitted to the City of Lafayette in electronic (PDF) format, except for printed copies that are specifically identified in Chapter 4. If this allowance is exceeded, additional printing costs will be billed at DC&E's actual cost.
- Steve Noack will attend all project meetings and public workshops.

C. *Optional Tasks*

This proposal includes the following optional tasks. Costs for these tasks are not included in the costs in Table 2:

- Task 13. Optional Reduced Scope Traffic Counts
- Task 15. Economic and Fiscal Analysis of Plan Implementation

The billing rates for each team member are included in Table 3.

DC&E bills for its work on a time-and-materials basis with monthly invoices.

Table 3
Design, Community & Environment
Lafayette Downtown
Specific Plan EIR
Cost Estimate

	Design, Community & Environment							TJKM						Illingworth & Rodkin			Knapp Architects			Env. Coll.
Hours per Task	**Principal**	**Associate**	**Project Planner**	**Planner**	**Graphics/ WP**	**Graphics Tech**	**Clerical/ Intern**	**Principal Kinzel**	**Proj. Mgr Haygood**	**Assoc. PM Joy**	**Sr. Engr. Kluter**	**Engineer Gandluru**	**Asst Engr Lacap**	**Staff 1**	**Staff 2**	**Technical**	**Principal**	**Staff 1**	**Staff 2**	**Principal**
Task A. Project Initiation	2	8	8				8		10								4	4		
Task B. Environmental Review	8	60	120	80				2	20	18	36	72	88	25	30	12	11	86	20	40
Task C. Alternatives Evaluation	2	8	24						4		12		2	5	10			10		
Task D. Administrative Draft EIR	8	60	80	80	16	8	8	1	2	2	8	4	2	15	22		3			5
Task E. Screencheck Draft EIR	4	16	40						12									2		5
Task F. Draft EIR	4	8	16																	
Task G. Public Review	1	8	4																	
Task H. Administrative Final EIR	8	24	40	40	12	4								5			1	4		10
Task I. Final EIR	2	8	16																	
Project Management	4	40																		
Staff Meetings	8	8																		
Workshops and Hearings	12																			
Total Hours	63	248	348	200	28	12	16	3	48	20	56	76	92	50	62	12	19	106	20	60
Billing Rate	$190	$135	$105	$85	$90	$80	$70	$220	$190	$190	$160	$130	$115	$175	$125	$75	$135	$110	$90	$100
Labor Cost	$11,970	$33,480	$36,540	$17,000	$2,520	$960	$1,120	$660	$9,120	$3,800	$8,960	$9,880	$10,580	$8,750	$7,750	$900	$2,565	$11,660	$1,800	$6,000
Total Firm Labor Cost							$103,590						$43,000			$17,400			$16,025	$6,000
EXPENSES																				
Mileage (@ $0.55 per mile)													100			100			85	
Subconsultant Administration (10%)							9,136												75	
Reprographics and Mapping																			70	
Deliveries							100													
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)							2,072													
Report Production							2,500													
Data Purchase & Traffic Counts													8,000						500	
Total Expenses							13,808						$8,100			$100			$730	$0
TOTAL PER FIRM							117,398						$51,100			$17,500			$16,755	$6,000